

SUNCOAST PROSPER SCHOLARSHIP FUNDING AGREEMENT

THIS AGREEMENT is made and entered into as of the Effective Date (as hereinafter defined) by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Ave. W., Bradenton, FL, 34205, ("**County**") and **THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, FLORIDA**, , whose address is 5840 26th St. W. Bradenton, FL, 34207 ("**SCF**"). The County and SCF are referred to herein sometimes individually as "**Party**" or collectively as the "**Parties**").

WHEREAS, the County and SCF desire to enter into this Agreement, to be effective January 11, 2027 (the "Effective Date"), to make available to students who graduate from Manatee County high schools, charter schools, alternative high schools, private schools, home education programs, or equivalent in either the 2027 or 2028 calendar years, scholarship funds to enroll in a degree or certificate program at SCF, to be funded by the County and which shall serve as "last dollar scholarships" or financial awards covering any remaining costs for tuition and fees after grants and scholarships received by eligible students (collectively, the "Suncoast Prosper Scholarship Fund").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the County and SCF hereby agree as hereinafter set forth.

1. **Incorporation of Recitals.** The above recitals are true and correct and are by this reference incorporated into and made a part hereof.
2. **Term.** This Agreement shall take effect upon the Effective Date and shall terminate on February 28, 2031, unless terminated earlier as provided herein (the "Term").
3. **Termination.** This Agreement may be terminated by either Party with cause upon sixty (60) days' written notice to the other party, to provide a reasonable opportunity to cure. If the alleged breach is not cured to the satisfaction of the non-breaching party within the sixty (60) days, then the Agreement shall terminate without further action of the Parties. Either Party may also terminate this Agreement without cause with ninety (90) days' written notice to the other Party. The Parties agree that any termination that occurs prior to the expiration of the Term shall not adversely affect funding for eligible students which has been awarded but not yet disbursed before the date of termination.

4. **Provision of Scholarship Funds by the County to SCF.** The County shall contribute an amount not to exceed Seven Million, Five Hundred Thousand Dollars (\$7,500,000.00), (subject to Paragraph 6 herein), based on the current enrollment pattern estimate of 1,425 students, as set forth in more detail in **Exhibit “A,”** which by this reference is incorporated into and made a part hereof, to the Suncoast Prosper Scholarship Fund in for SCF-enrolled students who graduated from Manatee County high schools, charter schools, alternative high schools, private schools, or home education programs in either the 2027 or 2028 calendar years. SCF will provide the educational and training offerings to be supported by the Suncoast Prosper Scholarship Fund and will be responsible for the Suncoast Prosper Scholarship Fund’s operations, compliance, and reporting matters. The Suncoast Prosper Scholarship Fund’s scholarships can only be used for:
 - A. SCF application costs and fees;
 - B. Tuition and fees for educational and training programs and classes offered by SCF, which are not otherwise covered by qualified students’ other grants or scholarships, and which are required for the qualifying students to take or complete to obtain their anticipated degree or certificate.
5. SCF has established guidelines for degree and program acceptance and funding eligibility. The Suncoast Prosper Scholarship Fund will not fund SCF programs that:
 - A. Do not align with the Suncoast Prosper Scholarship Fund’s stated mission and goals. A copy of the stated missions and goals is attached hereto as **Exhibit “B,”** and incorporated herein by reference.
 - B. Are of a speculative or non-traditional nature, with unproven educational outcomes.
 - C. Exhibit a primary focus on non-academic or non-vocational pursuits.

The Suncoast Prosper Scholarship Fund shall support programs demonstrating a clear commitment to educational excellence and that contribute positively to the scholarship recipients’ academic and career growth. Associate Degrees in Arts and Sciences and Certificate programs offered at SCF are eligible for assistance from the Suncoast Prosper Scholarship Fund.

6. **Student Initial Eligibility.** Students who graduate during the 2027 or 2028 calendar years from Manatee County high schools, charter schools, alternative high schools, private schools, or a home education program pursuant to section 1002.41, Florida Statutes, are eligible for assistance from the Fund provided they:
 - A. Apply to SCF and register for at least one course, beginning in Fall 2027 or Fall 2028 term.

- B. Complete the 2027/2028 and/or the 2028/2029 Free Application for Federal Student Aid (FAFSA) for students starting their degree or certificate coursework. Students' ineligible to complete the FAFSA may self-certify to SCF's financial aid staff that they are not able to do so.
- C. To be eligible for funding under this Agreement, each student must be a current resident of Manatee County, Florida at the time of initial application. Acceptable proof of residency shall be provided in a form satisfactory to the County (e.g., valid driver's license, utility bill, lease agreement, or other official documentation showing a Manatee County address). SCF may have additional requirements to establish residency for tuition purposes.

7. Student Continuing Eligibility. Students remain eligible for the program until they complete their intended credential (AA, AS, or Certificate), provided they:

- A. Complete at least 15 credit hours per academic year and/or maintain satisfactory academic progress as defined by SCF, as applicable.
- B. Complete the FAFSA each year or certify to SCF financial aid staff that they are not able to do so.
- C. Maintain a GPA of 2.0 or higher for any four (4) consecutive semester period.
- D. Earn their credential before or during Fall 2030.
- E. Take classes required for the student's selected degree or certificate program.
- F. Continued eligibility for funding is contingent upon the student maintaining residency within Manatee County for the duration of participation in the program. The student (or recipient, as applicable) must provide updated proof of residency prior to the disbursement of funds for each subsequent funding term, in a form acceptable to the County.

Failure to provide adequate proof of residency or failure to maintain said residency requirements may result in denial, suspension, or termination of funding at the County's discretion.

8. SCF Student Support. SCF will provide to its applicants and enrolled eligible students who qualify for funding under The Suncoast Prosper Scholarship Fund:

- A. Opportunities for students to visit campus with specialized support for understanding degree and certificate options including college and career advising and degree or certificate selection and registration, and assistance with completing their application for admission and their FAFSA if eligible.

B. Assistance in connecting students to holistic student support services.

9. **Reporting.** SCF shall provide the County with an aggregated summary of funds distributed in compliance with the benefits and requirements of the Program as described herein as follows:

County Annual Payments to Scholarship Fund: SCF shall provide the County with an aggregated summary of funds distributed in compliance with the benefits and requirements of the Program as described herein. On or before each applicable report due date set forth below, SCF shall submit to the County a written report and payment request for the applicable reporting period. The report shall include supporting documentation, in a form reasonably acceptable to the County and compliant with applicable privacy laws, demonstrating that each student receiving financial support satisfied all applicable initial and continuing eligibility requirements under this Agreement, including, as applicable, enrollment in an eligible SCF degree or certificate program, completion of the FAFSA or required self-certification, achievement of required credit hours and/or satisfactory academic progress as defined by SCF, applicable GPA requirements, completion of required coursework, graduation or credential completion status, and the total amount of financial support provided to or on behalf of eligible students during the reporting period. The County shall have ninety (90) days after receipt of a complete report and payment request to review the submission and process payment to SCF. Incomplete reports or payment requests shall not trigger the ninety (90) day payment processing period until all required documentation has been received by the County.

<u>Period Beginning</u>	<u>Period Ending</u>	<u>Report due</u>
6/1/27	12/31/27	2/28/28
1/1/28	12/31/28	2/28/29
1/1/29	12/31/29	2/29/30
1/1/30	12/31/30	2/28/31

10. **Auditing, Records, and Inspection.** In the performance of this Agreement, SCF shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books,

records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by SCF for three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, as referenced above. The County also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether SCF can fulfill its contractual obligations to the satisfaction of the County.

11. **Public Records.** Notwithstanding any other provisions of this Agreement, the County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes. This provision shall survive this Agreement's termination or expiration. SCF shall comply with Florida's public records laws and shall:

Keep and maintain public records required by the County to perform the service.

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement, if SCF does not transfer the records to the County.

Upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of SCF or keep or maintain public records required by the County to perform the service. If SCF transfers all public records to the County upon completion of the Agreement, SCF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SCF keeps and maintains public records upon completion of the Agreement, SCF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF SCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-742-5845, lacy.pritchard@mymanatee.org, and 1112 Manatee Ave W, Suite 200, Bradenton, FL 34205.

12. **Indemnification.** The County hereby acknowledges that SCF is a governmental entity in the State of Florida. Without waiving its sovereign immunity, and if and to the extent permitted by law, SCF shall be liable for all bodily injury and property damage attributable solely to its negligent acts or omissions, or those of its employees acting within the scope of their employment. Under no circumstances shall SCF be liable to or for the negligent acts of the County or any person employed by the County or under the direction of the County. SCF shall not have tort liability for any amounts above those limits per claim and per occurrence set for tort liability in Section 768.28, F.S. The foregoing shall not constitute an agreement by SCF to assume any liability for the acts, omissions, and/or negligence of any third party.

Subject to the limitations provided above and herein, SCF shall further indemnify, hold harmless, and defend the County, its agents, officials and employees against and any all third-party claims, suits, actions or proceedings, damages, liabilities, costs, expenses, and attorneys' fees which may accrue or be asserted against the County arising out of or related to SCF's obligations under the Agreement, including but not limited to its operation and management of the Fund, its certificate or degree programs, its students services, any agreements with students or their representatives, or deliverables provided by SCF. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement and/or SCF's obligations, the County shall give notice thereof in writing to SCF by certified mail addressed to SCF at the address contained herein. Upon receipt of notice, SCF, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. Nothing in or under this Agreement shall be deemed to affect the County's right to provide its own defense and recover from SCF its attorney fees and expenses associated with such representation.

Nothing contained in this Agreement shall be construed or interpreted as: denying to SCF or the County any remedy or defense available to it under the laws of the State of Florida; the consent of SCF or the County to be sued; or (a waiver of sovereign immunity by SCF or the County beyond the waiver provided in law. Nothing in this section 13 requires either Party to indemnify, defend or hold harmless the other Party for that other Party's negligence.

13. **Notices.** All notices, elections, requests and other communications required hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Government
Attention: Director
Government Relations Department
9000 Town Center Parkway
Lakewood Ranch, FL 34202

With copies to: Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West
Bradenton, FL 34205
Fax: 941-749-3089

If to SCF: State College of Florida, Manatee-Sarasota
Attention: Associate Vice President, Government Relations
5840 26th Street West
Bradenton, FL 34207

With copies to: State College of Florida, Manatee-Sarasota
Attention: Vice President and General Counsel
5840 26th Street West
Bradenton, FL 34207

In all cases, notices shall be delivered to a Party only upon delivery of copies to the persons indicated above in the same manner as the Party being notified.

14. **No General Obligation.** The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. The County's obligation to fund SCF is subject to the appropriation of legally available funds by the County's Board of County Commissioners.
15. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer or agency relationship. The County shall be an independent contractor pursuant to this Agreement. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party. Nothing in this Agreement shall be deemed or construed to enlarge the fiduciary duties and responsibilities, if any, of the County, its officers, agents, or representatives.
16. **Ambiguities.** Both Parties were allowed equal input regarding the terms and wording of this Agreement and had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the Parties, and

no language shall be construed strictly against its drafter. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. Each party carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

17. **Modifications and Amendments; Waivers.** This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the Parties hereto and duly authorized and approved by the County's Board of County Commissioners and by SCF. However, each Party (through its governing body or authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such Party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.
18. **Authorization.** Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement.
19. **No Third-Party Beneficiaries.** Except as otherwise specifically referenced in the Agreement, nothing herein contained shall be construed to benefit any third parties not a signatory to this Agreement, and no such parties shall have the right to enforce any of the provisions of this Agreement.

[signatures on following page]

Exhibit A

Suncoast Prosper Program Cost Projection Data

A. Current Enrollment Pattern Estimate – \$7.5 Million for 3 years

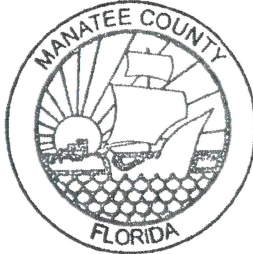
# of Manatee County Students	Year 1	Year 2	Year 3
475	\$1,498,150		
950		\$2,996,300	\$2,996,300

Assumptions for Calculations

The cost estimate is based on 30 credit hours per academic year at \$3,154 per student, which includes SCF in-state lower division tuition and the \$80 required access fee. Students must be enrolled in at least 15 credit hours per year to qualify for assistance.

IN WITNESS WHEREOF, the County and SCF have executed this Agreement on the respective dates under each signature.

**BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA**



By: *aul*
Chairperson

Date: 8/25/26

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin Ritchie*
Deputy Clerk

Signed, sealed, and delivered in
the presence of the following
witnesses:

**THE DISTRICT BOARD OF TRUSTEES OF
STATE COLLEGE OF FLORIDA, MANATEE-
SARASOTA, FLORIDA,**

Janice H. Smith
Witness signature

Janice H. Smith
Witness Print Name

Date: 15 Sept. 2026

SEM
Witness signature

Susan Marrocco
Witness Print Name

Date: 9/15/2026

By: *Tommy Gregory*
Tommy Gregory, J.D., President

Date: 15 Sep 2026

Exhibit B

Suncoast Prosper Scholarship Fund Mission and Goals

Mission

The Suncoast Prosper Initiative is an SCF–Manatee County collaborative designed to remove financial barriers to postsecondary education and workforce training, expanding opportunities for Manatee County residents to earn credentials that support economic mobility and local workforce needs.

Goals

1. **Increase postsecondary access and degree completion** by reducing financial barriers that may prevent eligible Manatee County students from enrolling, persisting, or completing their education.
2. **Expand Manatee County's skilled workforce** in high-need sectors by supporting students pursuing credentials, including associate degrees in arts and sciences and certificate programs, aligned with local workforce needs.
3. **Advance economic mobility and community well-being** by creating pathways to stable careers that can help reduce poverty and contribute to improved health outcomes and greater economic stability for Manatee County residents.
4. **Strengthening Manatee County's economy** by increasing the number of credentialed graduates entering the local workforce and contributing to SCF's continued economic impact in the region.