OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
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Anne M. Morris, Assistant County Attorney
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Alexandria C. Nicodemi, Assistant County Attorney
Douglas Polk, Assistant County Attorney

MEMORANDUM

Date: July 1, 2019

To: Charlie Hunsicker, Director, Parks and Natural Resources Department

Through: Mitchell O. Palmer, County Attorney MOP 7-1-19

From: Alexandria C. Nicodemi, Assistant County Attorney ACN

RE: **Suncoast Summer Reading Challenge; CAO Matter No. 2019 - 0296**

This memorandum is in response to the above referenced Request for Legal Services in which you asked this office to review an Agreement for Charitable Services between Manatee County and The Patterson Foundation for the 2019 Suncoast Summer Reading Challenge ("Agreement"). Per your request, I have reviewed the proposed terms of the draft Agreement you submitted. Based on my review, I have made the appropriate edits so that it is in legally sufficient form (See attached red-lined changes).

Subject to the inclusion of my recommended changes to the Agreement, I have no objection from a legal standpoint to the Agreement being scheduled for consideration by the Board of County Commissioners. I express no opinion as to the business judgement of entering into this Agreement. This concludes my response to your Request for Legal Services. If you have any further questions, comments, or concerns, please feel free to contact me.

Copies to: Cheri Coryea, County Administrator
John Osborne, Deputy County Administrator
Karen Stewart, Acting Deputy County Administrator
Debbie Voorhees, Contracts Manager, Parks and Natural Resources Department

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

AGREEMENT FOR CHARITABLE SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County ("County"), a political subdivision of the State of Florida, and The Patterson Foundation ("TPF"), a fully endowed charitable trust, as of the Effective Date defined below.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or low-income residents of the County, to promote the general health, safety, and welfare; and

WHEREAS, TPF is a fully endowed charitable trust that was established in perpetuity for the purpose of providing social and economic support services to local nonprofit organizations and low-income residents of the community; and

WHEREAS, Suncoast Campaign for Grade-Level Reading is a TPF program for a community-wide effort in the County to help children, especially of low-income households, succeed in school by ensuring they read on grade level by the end of third grade; and

WHEREAS, Suncoast Campaign for Grade-Level Reading has a summer program, Suncoast Summer Reading Challenge 2019 ("SSRC"), a program designed to encourage a culture of reading and summer learning among elementary school students of the County; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the residents of the County, and serves a valid public purpose, for the County to enter into this Agreement with the TPF to provide support for the Suncoast Campaign for Grade-Level Reading's SSRC program, as further defined herein, to be provided by TPF to residents of the County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. TPF covenants and represents to the County that TPF shall provide a program of support as described in the below attachments, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. TPF shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" – Program Description of G.T. Bray Park
Attachment "B" – Payments for G.T. Bray Park
Attachment "C" – Program Description of John H. Marble Park
Attachment "D" – Payments for John H. Marble Park
Attachment "E" – Partner Media/Public Relations/Social Media Policy

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. County shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. No agent or employee of the County may authorize a modification of this provision. Any modification in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on the date of the final signature below. The Program, whether provided before or after the execution of this Agreement, shall be provided by TPF in accordance with all requirements and terms of this Agreement. The County reserves the right to determine the duration of the SSRBC at the location identified in Attachment A and Attachment C.

ARTICLE 5: TERMINATION.

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to TPF upon determining that TPF has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the TPF has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the TPF shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination.

iii. In the event that this Agreement encompasses multiple programs (Attachment A, B, C, etc.), any single Program may be terminated consistent with this Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to TPF: THE PATTERSON FOUNDATION
2 N. TAMIAMI TRAIL, SUITE 206
SARASOTA, FL 24236
ATTN: BETH DUDA

If mailed to County: MANATEE COUNTY PARKS & NATURAL RESOURCES AT G.T. BRAY PARK
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: MARCUS FRANCIS

AND

MANATEE COUNTY PARKS & NATURAL RESOURCES AT
JOHN H. MARBLE PARK
3675 53rd AVENUE EAST
BRADENTON, FL 34203
ATTN: MARCUS FRANCIS

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. TPF shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide County's representative, as defined in Article 10 of this Agreement, all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's rRepresentative. TPF's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, TPF shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or TPF made by any local, State or Federal agency. TPF shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by TPF for at least three (3) years after the termination of this Agreement.

iii. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by TPF to County as requested.

B: PUBLIC RECORDS.

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

ii. 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 Florida Statutes Chapter 119 or as otherwise provided by law.

iii. 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 term and following completion of the Agreement if TPF does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of TPF or keep and maintain public records required by the County to perform the service. If TPF transfers all public records to the County upon completion of the Agreement, TPF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPF keeps and maintains public records upon completion of the Agreement, TPF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 TPF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, TPF covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. TPF shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's rRepresentative.

E: CONTRACTUAL LIABILITY. The relationship of the County to TPF shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to TPF or any of the officers, employees, personnel, agents, or subcontractors of TPF any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the TPF in connection with the Program or for debts or claims accruing to such parties. TPF shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of the County. Therefore, TPF agrees that the Program shall be provided by volunteers or employees of TPF, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for

materials, supplies, facilities and other support services for TPF's program.

G: NON-ASSIGNABILITY. TPF may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

H: TPF'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, TPF shall provide the County with a list of representatives authorized to act on behalf of TPF. The list of authorized representatives shall be approved by the TPF's Board of Directors.

I: TPF'S DIRECTORS. TPF's paid staff shall not be a voting or elected member of the TPF's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to TPF. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Community Services Department may serve on TPF's governing board.

ARTICLE 8: INDEMNIFICATION. TPF shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of TPF or its employees, or of the subcontractors or its employees, if any. TPF shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the TPF shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by TPF, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of TPF's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to TPF at the above listed address. Upon receipt of notice, TPF, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from TPF attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of TPF, TPF shall, at the TPF's sole expense, procure, maintain and keep in force amounts and types of insurance necessary to cover the cost of its obligations pursuant to this Agreement ~~Article 8~~. TPF shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements. Until such time as the insurance is no longer required, TPF shall provide the County with renewal or replacement certificates of insurance not less than the day prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available TPF shall, not less

than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

TPF shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. TPF shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. Manatee County Parks and Natural Resources Director or Manatee County Parks and Natural Resources Athletics Supervisor shall serve as the County's representative and are authorized to interpret this Contract and designate such additional employees as may be required to monitor TPF's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County's Parks and Natural Resources Director or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the TPF and any providers of promotional, advertising or other services, or goods, purchased by TPF. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

ARTICLE 17: WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly 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 with an express and specific statement of the intent of such governing body or officer to provide such waiver.

ARTICLE 18: GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

ARTICLE 19: REMEDIES. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

ARTICLE 20: ATTORNEYS FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

ARTICLE 21: ENTIRE AGREEMENT. This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four comers of this Agreement. All interpretations shall be governed by laws of the State of Florida.

ARTICLE 22: EFFECTIVE DATE. This Agreement shall take effect as of May 1, 2019, notwithstanding the actual dates upon which the parties execute same.

ARTICLE 23: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth in Article 22 of this Agreement.

THE PATTERSON FOUNDATION

By: _____

Print Name: _____

Title: _____

Phone Number: _____

Date: _____

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
County Administrator

Date: _____

ATTACHMENT A:
Program Description of G.T. Bray Park

Program Name: Suncoast Summer Reading Challenge 2019 ("SSRC").

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate.

Name of Location: Manatee County Parks & Natural Resources at G.T. Bray Park

Address: 5502 33rd Avenue Drive West, Bradenton, Florida 34209

Contact Name: Marcus Francis

Phone Number: 941.742.5923

Contact Email: Marcus.Francis@mymanatee.org

Facebook Page: Facebook.com/Manatee County Parks & Natural Resources

Program Duration: SSRC program shall have a begin date of June 3, 2019 and terminate August 9, 2019.

Terms: The Patterson Foundation "TPF" will provide the following support for Summer Locations serving predominantly low-income families (as determined by free and reduced lunch data) who **fully** participate in the **SSRC**.

Full Participation by agencies or summer locations include:

Each location will have an appointed Suncoast Summer Reading Challenge Leader/Contact person. This person will be responsible for communicating all Summer Learning plans and reporting data and pertinent information to The Patterson Foundation.

Each location's Leader/Contact person and at least one other full-time staff person will attend the Suncoast Summer Reading Challenge Kick-Off event on May 4, 2019. This half-day event will include professional development, team building, and motivational activities.

All staff who will be interacting with the children participating in the Suncoast Summer Book Challenge will participate in an orientation-information session. The Patterson Foundation will work with the Leader/Contact person from each participating Summer location to determine date, time, and content included in the orientation-information session. Volunteers are welcome in this session, if desired. **Please list the date and time of your orientation-information session below. If not yet determined, please contact Heather Koester (heathermkoester@gmail.com , 941-952-1413) no later than May 8, 2019 to provide the date and time.**

All participating students will be provided with an official Suncoast Summer Reading Challenge Log. The log may travel home with the students, or be kept by the summer location.

All participating students will be given a Suncoast Summer Reading Challenge Family Guide to share with their families.

Each location will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, for appropriate books read. The awarding of bracelets will take place at least twice a week at each summer location. There will be a color system in place for the bracelets, one color for each book read up to 6 books.

Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print in at least one way. (For example: names and photos on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Staff members will be encouraged to model a love of reading. Experiential learning related to reading will be offered. Each location will be encouraged to include one or more events for families to experience the Suncoast Summer Reading Challenge.

All locations will be encouraged to engage Board Members, Staff, and volunteers in the celebration of National Summer Learning Week, July 8-13th. Photos and short videos of celebration events will be collected and shared.

The Suncoast Campaign for Grade-Level Reading will provide a tool-kit with ideas and lessons to encourage the love of reading.

Contacts at each Summer location will share their experiences throughout the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, or blog entries about activities and experiences) demonstrating how they are engaging students in a love of reading.

A record will be kept of all participating children, and the number of books they have read. Unique identifier numbers or full name, birthdate, and most recent school attended will be provide for each child. This record will be shared electronically with The Patterson Foundation by noon on Mondays during each week of the program. Checkpoints will be built into the summer schedule to ensure fidelity to the 2019 Suncoast Summer Reading Challenge.

Each participating location agrees to encourage honesty in the accurate accounting of books read. The integrity pledge will be presented to students and staff, the first time the students take the pledge they will receive a sticker with the pledge, and a Parent Guide with information about the Suncoast Summer Reading Challenge and Literacy Rich environments to be shared with their families. The integrity pledge is an opportunity for character building and may be combined with games and activities and recommended books.

Each participating Summer location will plan at least two Summer reading activities each week. An emphasis on engagement and fun is strongly recommended. Summer locations may partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators for these Summer reading activities. A list of proposed Summer reading activities must be supplied to The Patterson Foundation prior to the first support payment being issued.

The support dollars given by The Patterson Foundation must be used to promote summer reading. These funds may be used to compensate the Leader/Contact person, the person

charged to collect and report data, selected approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff/ remedial educators or used to fund activities, and supplies.

Summer locations showing their commitment to staff training & development and parent support by offering Mind in the Making workshops for staff and parents (with at least 15 registered participants) will receive the services of two Mind in the Making facilitators to coordinate and facilitate the workshops, all training materials, and up to $2,000 in food and childcare support. The summer locations with 20% of more of their staff having successfully completed and 8 hour Mind in the Making workshop series will be eligible to receive $400 worth of books and reading materials.

Summer locations committed to increasing Family/Parent Engagement by offering the opportunity for parents and family member to participate in The Power of Presence Book Circles will receive financial support from the TPF.

ATTACHMENT B:
Payment for G.T. Bray Park

I. TPF will provide the following for fully participating Summer Locations:

1. Programs with 60 or more participating students
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session.
   c. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $300 additional dollars per week for each week the program is in session.
   d. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $5 additional dollars per week for every participating child once a total of 60 has been reached. Capped at a total of $1,000 per week.
   e. For example, a nine-week program with 80 participating students would receive $400 for orientation, $500 per week for nine-weeks, and an additional $100 per week for the 20 additional students for a total of $5,800.

2. Programs with between 30 and 59 participating students
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session.
   c. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $300 additional dollars per week for each week the program is in session.
   d. For example, a four-week program with 55 participating students would receive $400 for orientation, $500 per week for four weeks for a total of $2,400

3. Programs with between 11 and 29 participating students
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session.
   c. For example, a six-week program with 20 participating students would receive $400 for orientation, $200 per week for six weeks for a total of $1,800

4. Participating students – weekly reading progress must be reported.

5. If all conditions are met, including this signed agreement, payments from TPF to Manatee County Parks & Natural Resources at G.T. Bray Park will be as follows: 25% on or around May 20, 2019; 40% after the program has been running for two weeks with completion data reporting, and a submitted blog entry; and 35% upon final data reporting.

II. Bonus Pool: A bonus pool of $75,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from Charlotte, Manatee and Sarasota County Schools and Renaissance reading data from the School District of DeSoto County from the last diagnostic test prior to summer and the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

2. The bonus pool of $75,000 will be set aside to be awarded to fully participating Summer Programs based upon the results of their students using K-3 i-Ready results in Charlotte, Manatee and Sarasota counties and Renaissance K-3 results in DeSoto County.

3. The bonus pool will be split according to the number of participants successfully completing the Suncoast Summer Reading Challenge by reading at least 6 books. Each fully participating Summer Location will be allocated a percentage of the pool based on the number of participants they have completing the challenge.

4. If a location's students on average gain reading proficiency over the Summer months, the location will receive 100% of their allocation.

5. If a location's students maintain their reading skills over the summer with no loss, the location will receive 80% of their allocation.

6. If a location's students lose equal to or less than an average of .5 months of reading skills, the location will receive 50% of their allocation.

7. If a location's students lose equal to or less than an average of 1 month of reading skills, the location will receive 20% of their allocation.

8. All bonus pool decisions will be final.

III. Communications: Manatee County Parks & Natural Resources at G.T. Bray Park agrees to abide by the TPF Media Policy as described in Attachment E.

ATTACHMENT C:
Program Description John H. Marble Park

Program Name: Suncoast Summer Reading Challenge 2019 ("SSRC").

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate.

Name of Location: Manatee County Parks & Natural Resources at John H. Marble Park

Address: 3675 53rd Avenue East, Bradenton, Florida 34203

Contact Name: Marcus Francis

Phone Number: 941.742.5923

Contact Email: Marcus.Francis@mymanatee.org

Facebook Page: Facebook.com/Manatee County Parks & Natural Resources

Program Duration: SSRC program shall have a begin date of June 3, 2019 and terminate August 2, 2019.

Terms: The Patterson Foundation "TPF" will provide the following support for Summer Locations serving predominantly low-income families (as determined by free and reduced lunch data) who **fully** participate in the **SSRC**.

Full Participation by agencies or summer locations include:

Each location will have an appointed Suncoast Summer Reading Challenge Leader/Contact person. This person will be responsible for communicating all Summer Learning plans and reporting data and pertinent information to The Patterson Foundation.

Each location's Leader/Contact person and at least one other full-time staff person will attend the Suncoast Summer Reading Challenge Kick-Off event on May 4, 2019. This half-day event will include professional development, team building, and motivational activities.

All staff who will be interacting with the children participating in the Suncoast Summer Book Challenge will participate in an orientation-information session. The Patterson Foundation will work with the Leader/Contact person from each participating Summer location to determine date, time, and content included in the orientation-information session. Volunteers are welcome in this session, if desired. **Please list the date and time of your orientation-information session below. If not yet determined, please contact Heather Koester (heathermkoester@gmail.com , 941-952-1413) no later than May 8, 2019 to provide the date and time.**

All participating students will be provided with an official Suncoast Summer Reading Challenge Log. The log may travel home with the students, or be kept by the summer location.

All participating students will be given a Suncoast Summer Reading Challenge Family Guide to share with their families.

Each location will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, for appropriate books read. The awarding of bracelets will take place at least twice a week at each summer location. There will be a color system in place for the bracelets, one color for each book read up to 6 books.

Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print in at least one way. (For example: names and photos on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Staff members will be encouraged to model a love of reading. Experiential learning related to reading will be offered. Each location will be encouraged to include one or more events for families to experience the Suncoast Summer Reading Challenge.

All locations will be encouraged to engage Board Members, Staff, and volunteers in the celebration of National Summer Learning Week, July 8-13th. Photos and short videos of celebration events will be collected and shared.

The Suncoast Campaign for Grade-Level Reading will provide a tool-kit with ideas and lessons to encourage the love of reading.

Contacts at each Summer location will share their experiences throughout the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, or blog entries about activities and experiences) demonstrating how they are engaging students in a love of reading.

A record will be kept of all participating children, and the number of books they have read. Unique identifier numbers or full name, birthdate, and most recent school attended will be provide for each child. This record will be shared electronically with The Patterson Foundation by noon on Mondays during each week of the program. Checkpoints will be built into the summer schedule to ensure fidelity to the 2019 Suncoast Summer Reading Challenge.

Each participating location agrees to encourage honesty in the accurate accounting of books read. The integrity pledge will be presented to students and staff, the first time the students take the pledge they will receive a sticker with the pledge, and a Parent Guide with information about the Suncoast Summer Reading Challenge and Literacy Rich environments to be shared with their families. The integrity pledge is an opportunity for character building and may be combined with games and activities and recommended books.

Each participating Summer location will plan at least two Summer reading activities each week. An emphasis on engagement and fun is strongly recommended. Summer locations may partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators for these Summer reading activities. A list of proposed Summer reading activities must be supplied to The Patterson Foundation prior to the first support payment being issued.

The support dollars given by The Patterson Foundation must be used to promote summer reading. These funds may be used to compensate the Leader/Contact person, the person

charged to collect and report data, selected approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff/ remedial educators or used to fund activities, and supplies.

Summer locations showing their commitment to staff training & development and parent support by offering Mind in the Making workshops for staff and parents (with at least 15 registered participants) will receive the services of two Mind in the Making facilitators to coordinate and facilitate the workshops, all training materials, and up to $2,000 in food and childcare support. The summer locations with 20% of more of their staff having successfully completed and 8 hour Mind in the Making workshop series will be eligible to receive $400 worth of books and reading materials.

Summer locations committed to increasing Family/Parent Engagement by offering the opportunity for parents and family member to participate in The Power of Presence Book Circles will receive financial support from the TPF.

ATTACHMENT DB:
Payment for John H. Marble Park

IV. TPF will provide the following for fully participating Summer Locations:

6. Programs with 60 or more participating students
   a. Manatee County Parks & Natural Resources at John H. Marble ~~Bray~~ Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session.
   c. Manatee County Parks & Natural Resources at John H. Marble Park will receive $300 additional dollars per week for each week the program is in session.
   d. Manatee County Parks & Natural Resources at John H. Marble Park will receive $5 additional dollars per week for every participating child once a total of 60 has been reached. Capped at a total of $1,000 per week.
   e. For example, a nine-week program with 80 participating students would receive $400 for orientation, $500 per week for nine-weeks, and an additional $100 per week for the 20 additional students for a total of $5,800.

7. Programs with between 30 and 59 participating students
   a. Manatee County Parks & Natural Resources at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session.
   c. Manatee County Parks & Natural Resources at John H. Marble Park will receive $300 additional dollars per week for each week the program is in session.
   d. For example, a four-week program with 55 participating students would receive $400 for orientation, $500 per week for four weeks for a total of $2,400

8. Programs with between 11 and 29 participating students
   a. Manatee County Parks & Natural Resources at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session.
   c. For example, a six-week program with 20 participating students would receive $400 for orientation, $200 per week for six weeks for a total of $1,800

9. Participating students – weekly reading progress must be reported.

10. If all conditions are met, including this signed agreement, payments from TPF to Manatee County Parks & Natural Resources at John H. Marble Park will be as follows: 25% on or around May 20, 2019; 40% after the program has been running for two weeks with completion data reporting, and a submitted blog entry; and 35% upon final data reporting.

V. Bonus Pool: A bonus pool of $75,000 will be established by TPF and used as follows:

9. TPF will obtain i-Ready reading data for each student from Charlotte, Manatee and Sarasota County Schools and Renaissance reading data from the School District of DeSoto County from the last diagnostic test prior to summer and the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

10. The bonus pool of $75,000 will be set aside to be awarded to fully participating Summer Programs based upon the results of their students using K-3 i-Ready results in Charlotte, Manatee and Sarasota counties and Renaissance K-3 results in DeSoto County.

11. The bonus pool will be split according to the number of participants successfully completing the Suncoast Summer Reading Challenge by reading at least 6 books. Each fully participating Summer Location will be allocated a percentage of the pool based on the number of participants they have completing the challenge.

12. If a location's students on average gain reading proficiency over the Summer months, the location will receive 100% of their allocation.

13. If a location's students maintain their reading skills over the summer with no loss, the location will receive 80% of their allocation.

14. If a location's students lose equal to or less than an average of .5 months of reading skills, the location will receive 50% of their allocation.

15. If a location's students lose equal to or less than an average of 1 month of reading skills, the location will receive 20% of their allocation.

16. All bonus pool decisions will be final.

VI. Communications: Manatee County Parks & Natural Resources at John H. Marble Park agrees to abide by the TPF Media Policy as described in Attachment E.

ATTACHMENT E:
Partner Media/Public Relations/Social Media Policy

The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

Media Inquiries and Interviews

Direct all media inquiries and questions **related to The Patterson Foundation** to: Roxanne Joffe: 941-685-5412 (cell) or rjoffe@magnifygood.com.

PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.

2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

Other Communications & Social Media

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.