

## **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.

**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 Book Challenge 2018 ("SSBC"), 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 SSBC 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" – Public Relations 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 SSBC 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 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 33<sup>rd</sup> AVENUE DRIVE WEST  
BRADENTON, FL 34209  
ATTN: MARCUS FRANCIS

AND

MANATEE COUNTY PARKS & NATURAL RESOURCES AT  
JOHN H. MARBLE PARK  
3675 53<sup>rd</sup> 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 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 Representative. 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](mailto: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 Representative.

**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 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 arising under this Agreement.

**ARTICLE 21: EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

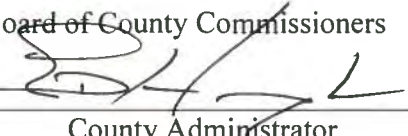
**ARTICLE 22: AUTHORITY TO EXECUTE.** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

**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 below.

**THE PATTERSON FOUNDATION**

By:   
Print Name: Debra M Jacobs  
Title: Pres. Dev. CEO  
Phone Number: 941-952-1413

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

By: Board of County Commissioners  
By:   
County Administrator  
Date: 4/10/18

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

Program Name: Suncoast Summer Book Challenge 2018 (“SSBC”).

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in 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/BrayNatural Resources

Program Duration: SSBC program shall have a begin date of June 4, 2018 and terminate August 10<sup>th</sup>, 2018.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who **fully** participate in the **SSBC**.

Full Participation by agencies or summer locations include:

Each location will have an appointed Suncoast Summer Book 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 Book Challenge Kick-Off event on April 28, 2018. 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](mailto:heathermkoester@gmail.com) , 941-952-1413) no later than May 1, 2018 to provide the date and time.**

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

All participating students will be given a Parent 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 Book Challenge.

The Suncoast Campaign for Grade-Level Reading will provide a tool-kit with ideas for each age group generated by the Summer Learning collaborative.

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. 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 2018 Suncoast Summer Book 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 Book 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.

Once a child has read 6 books at the appropriate level, a Culver's Super Reader Award will be given to the child along with a yellow silicone bracelet.

**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 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 nine-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 nine-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 21, 2018, 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 \$50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to 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 \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
3. The bonus pool will be split according to the number children reported as reading at least 6 books by each summer location over the summer. Summer Location will be allocated a percentage of the bonus pool.
4. If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
5. If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
6. If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
7. If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
8. If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
9. If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
10. 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 Public Relations Policy as described in Attachment E.

**ATTACHMENT C:  
Program Description John H. Marble Park**

Program Name: Suncoast Summer Book Challenge 2018 (“SSBC”).

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

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

Address: 3675 53<sup>rd</sup> Avenue East, Bradenton, Florida 34203

Contact Name: Marcus Francis

Phone Number: 941.742.5923

Contact Email: Marcus.Francis@mymanatee.org

Program Duration: SSBC program shall have a begin date of June 4, 2018 and terminate August 3rd, 2018.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who **fully** participate in the **SSBC**.

Full Participation includes: Full Participation by agencies or summer locations include:

Each location will have an appointed Suncoast Summer Book 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 Book Challenge Kick-Off event on April 28, 2018. 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](mailto:heathermkoester@gmail.com) , 941-952-1413) no later than May 1, 2018 to provide the date and time.**

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

All participating students will be given a Parent 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 Book Challenge.

The Suncoast Campaign for Grade-Level Reading will provide a tool-kit with ideas for each age group generated by the Summer Learning collaborative.

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. 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 2018 Suncoast Summer Book 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 Book 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 plan 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.

Once a child has read 6 books at the appropriate level, a Culver's Super Reader Award will be given to the child along with a yellow silicone bracelet.

**ATTACHMENT D:  
Payment for John H. Marble Park**

IV. 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 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. 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 additional students for a total of \$5,800.
  
2. 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 nine-weeks for a total of \$2,400
  
3. 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 nine-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 John H. Marble Park will be as follows: 25% on or around May 21, 2018, 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 \$50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to 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 \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
3. The bonus pool will be split according to the number children reported as reading at least 6 books by each summer location over the summer. Summer Location will be allocated a percentage of the bonus pool.
4. If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
5. If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
6. If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
7. If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
8. If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
9. If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
10. All bonus pool decisions will be final.

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

## **ATTACHMENT E: Public Relations 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](mailto: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](mailto: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.



April 10, 2018 - Regular Meeting  
Agenda Item #25

Approved in Open Session 4/10/18,  
Manatee County  
Board of County Commissioners

Subject

2018 Suncoast Campaign for Grade-Level Reading Agreement

Briefings

None

Contact and/or Presenter Information

Danny Hopkins / Recreation Division Manager / x6005  
Marcus Francis / Recreation Supervisor / x6063

Action Requested

Authorization for the County Administrator to execute Agreement For Charitable Services between The Patterson Foundation and Manatee County.

Enabling/Regulating Authority

FS 125

Background Discussion

On April 4, 2017, the Board adopted the "Reach Out and Read Month" Proclamation. Among others, The Patterson Foundation was recognized as providing funding through their Suncoast Campaign for Grade-Level Reading. The campaign mission is to bridge the gap between school years, reducing the decline in reading levels by students over the summer.

On June 20, 2017, the Board authorized execution of the Agreement for Charitable Services between The Patterson Foundation and Manatee County. The agreement presented an opportunity for the Parks & Natural Resources Department's summer camp program to participate in the Suncoast Campaign for Grade-Level Reading.

Now that the Manatee County Summer Blast Camp programs have been officially recognized as a participating program for 2017, The Patterson Foundation has requested our participation again for the 2018 Summer Camp Program.

We are seeking the Boards approval to execute the agreement whereby staff will identify and commit to how the funding will be spent to ensure we can offer the best program for participants, the children of Manatee County. Our commitments will be the hiring of two additional site supervisors for the summer that are not currently allocated, the purchase of more books, and increased spending for activities and supplies associated with the reading initiative.

This agreement is very similar to the agreement presented last year, with increases to the funding amounts. The agreement has been signed by The Patterson Foundation and is ready for final Board approval and execution.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please provide an approved copy of the agenda to [Cynthia.Gray@mymanatee.org](mailto:Cynthia.Gray@mymanatee.org),  
[Debbie.Voorhees@mymanatee.org](mailto:Debbie.Voorhees@mymanatee.org), [Luz.McQuiston@mymanatee.org](mailto:Luz.McQuiston@mymanatee.org), and [Jayne.Roberts@mymanatee.org](mailto:Jayne.Roberts@mymanatee.org).

Please send one original executed agreement to Cynthia Gray, Parks and Natural Resources Department.

**Distributed 4/11/18, RT**

Cost and Funds Source Account Number and Name

\$15,000 - 106.0000000347206 / Youth Camps

Amount and Frequency of Recurring Costs

\$15,000 - 106.0012900 / Camps

Attachment: [Suncoast Campaign for Grade-Level Reading - Approved Agenda Memo.pdf](#)

Attachment: [Counselor and Camper.pdf](#)

Attachment: [Olympic Medalist Reads.pdf](#)

Attachment: [Agreement For Charitable Services.pdf](#)

Attachment: [CAO Response to RLS 2017-0284 - Suncoast Campaign for Grade-Level Reading.pdf](#)

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

**2017 Recess Agenda**  
Agenda Item #4

**Subject**

Suncoast Campaign for Grade-Level Reading Agreement

Approved on July 11, 2017,  
pursuant to Resolution R-09-161

**Briefings**

None

**Contact and/or Presenter Information**

Danny Hopkins / Recreation Division Manager / x6005

Marcus Francis / Recreation Supervisor / x6063

**Action Requested**

Authorization to execute the revised Suncoast for Grade-Level Reading Agreement between The Patterson Foundation and Manatee County.

**Enabling/Regulating Authority**

FS 125

**Background Discussion**

On June 20, 2017, the Board authorized execution of the Suncoast Campaign for Grade-Level Reading Agreement between The Patterson Foundation and Manatee County.

The agreement was not executed on June 20 as The Patterson Foundation's legal representative and the County Attorney's Office were making last minute adjustments to the Indemnity Clause.

The agreement has since been signed by The Patterson Foundation and is ready for final Board approval and signature.

**County Attorney Review**

Formal Written Review (Opinion memo must be attached)

**Explanation of Other**

**Reviewing Attorney**

Clague

**Instructions to Board Records**

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD  
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

This item was approved on July 11, 2017, pursuant to Resolution R-09-161.

**July 13, 2017:**

- One original agreement returned to Cynthia Gray, Parks and Natural Resources Department
- Approved copies of the agenda emailed to [Cynthia.gray@mymanatee.org](mailto:Cynthia.gray@mymanatee.org),  
[Debbie.voorhees@mymanatee.org](mailto:Debbie.voorhees@mymanatee.org), and [Jayne.roberts@mymanatee.org](mailto:Jayne.roberts@mymanatee.org).

**Cost and Funds Source Account Number and Name**

N/A

**Amount and Frequency of Recurring Costs**

N/A

Attachment: RLS-2017-0284\_Suncoast Campaign for Grade-Level Reading.pdf

Attachment: Executed Agreement - Suncoast Campaign for Grade-Level Reading.pdf

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)>

Cc: Mitchell Palmer <[mitchell.palmer@mymanatee.org](mailto:mitchell.palmer@mymanatee.org)>, Alex Nicodemi <[alex.nicodemi@mymanatee.org](mailto:alex.nicodemi@mymanatee.org)>, Ed Hunzeker <[ed.hunzeker@mymanatee.org](mailto:ed.hunzeker@mymanatee.org)>, Dan Schlandt <[dan.schlandt@mymanatee.org](mailto:dan.schlandt@mymanatee.org)>, Charlie Hunsicker <[charlie.hunsicker@mymanatee.org](mailto:charlie.hunsicker@mymanatee.org)>

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.

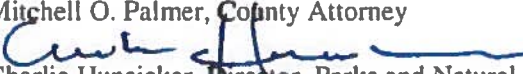

This concludes my responses to the RLSs.

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
ph. 941-745-3750  
fx. 941-749-3089  
[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)

COUNTY ATTORNEY USE ONLY

File:	
Assigned To:	

REQUEST FOR LEGAL SERVICES

TO: Mitchell O. Palmer, County Attorney  
 AUTHORIZED BY:   
 Charlie Hunsicker, Director, Parks and Natural Resources Department  
 SUBJECT: The Suncoast Campaign for Grade-Level Reading  
 CONTACT PERSON: Marcus Francis, Athletics/Youth Camps Recreation Supervisor, Ext. 6063  
 DATE: May 19, 2017 

DEPARTMENT/DIVISION  
 ACCOUNT KEY: 0010012900

PROJECT #:  
 (If applicable)

<b>Service Required: (please check or underline)</b>		
<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other:

- Brief statement of the nature of the request or problem:**  
 The Patterson Foundation (TPF) has presented an opportunity for the Parks & Natural Resources Department's (P&NR) summer camp program to participate in the Suncoast Campaign for Grade-Level Reading. The campaign mission is to bridge the gap between school years, reducing the decline in reading levels by students over the summer.

This has been a very recent development since the April 4 Board of County Commissioner meeting, when a "Reach Out and Read Month" Proclamation was adopted. Among others, TPF was recognized as providing funding through the Suncoast Campaign for Grade-Level Reading.

TPF has provided a Memorandum of Understanding (MOU), detailing expectations and required commitments of the department's summer camps programs held at G.T. Bray Park and John H. Marble Park. The department requests that the MOU be reviewed and guide staff on how to proceed.
- Discussion of the implications and the possible impact if not apparent from preceding information:**  
 Although the department is not required to participate, the request for department staff to meet with the TPF Outreach Team came from the Deputy County Administrator's office. The department's Youth Camps supervisor would like to participate as camp activities are already planned for the summer that would meet the expectations of TPF campaign.

To ensure certain requirements are met, the Youth Camps supervisor plans to hire at least one staff person over the summer to oversee the program from start to finish. This person will be responsible for coordinating all activities, writing weekly blogs, posting updates on social media, and providing all required reports each week.

Staff have reviewed the MOU and have noted the following:

- Change department name from Parks & Recreation to Parks & Natural Resources
- Clarification on VI – Program Description: Low-income families (as determined by free and reduced lunch data). Youth Camps supervisor informed Heather (interested party) that we do not monitor this and could not confirm or deny that we meet this requirement, if requested.
- Requested change on VI – #4: Change “twice a week” to “upon completion”
- Clarification on VI – #8: Where do we get the students number?
- Concerns on VI – #11: Is this a requirement, request, or suggestion? Our camp size may prove to be difficult with outsiders scheduling.
- Question on VII – #3: Is this a typo? Our camp doesn’t end until August 4.

**3. Time considerations and their significance:**

Time is of the essence as Summer Camps at G.T. Bray Park and John H. Marble Park start on June 5. Staff will need to hire staff and create documents for the parents, before camps begin.

**4. Factual background:**

None

**5. List and/or attach related documents and known authorities (i.e., statute, ordinance, resolution, administrative code, legal case, contract, lease, letter, memorandum, prior legal opinion, etc.).**

- MOU (draft) – Suncoast Summer Book Challenge 2017 at GT Bray Park
- MOU (draft) – Suncoast Summer Book Challenge 2017 at John H. Marble

**6. Relevant prior legal assistance:**

None

**7. Name and telephone number of other interested or opposing parties or their counsel:**

- Heather Koester, TPF Outreach Support Team, 941-539-0621, [heathermkoester@gmail.com](mailto:heathermkoester@gmail.com)
- Danny Hopkins, P&NR Recreation Division Manager, Ext. 6005
- Debbie Voorhees, P&NR Contracts Manager, Ext. 6013

**8. Other (anything else that should be brought to the attention of the County Attorney’s Office):**

None

c: Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PATTERSON FOUNDATION  
AND  
MANATEE COUNTY PARKS & RECREATION AT G.T. BRAY PARK**

WHEREAS, the Suncoast Campaign for Grade-Level Reading is a community wide effort in Manatee and Sarasota counties to help children, especially those from low-income families, succeed in school by ensuring they read on grade level by the end of third grade;

WHEREAS, the statistics are troubling: 67 percent of children nationwide and more than 80 percent of those from low-income families are not proficient readers by the end of third grade;

WHEREAS, 40% of all third graders in Manatee County and Sarasota County are unable to read proficiently by the end of third grade;

WHEREAS, the Campaign for Grade-Level Reading was launched to reverse this potentially catastrophic trend by supporting common-sense solutions at the federal, state, and local levels;

WHEREAS, summer is a time of great inequity for young people. Over the summer, many young people and their families lose access to critical support that keeps them safe, healthy, and engaged in learning;

WHEREAS, research shows that low-income children can lose two months or more of reading skills over the summer, and children who do that consistently can wind up two years behind their classmates by the end of sixth grade;

WHEREAS, summer learning can be bolstered by coming up with effective ways to get more kids engaged in independent reading and encouraging communication about what they have read to ensure understanding;

WHEREAS, research shows that reading six books at the appropriate reading level during the summer may keep a struggling reader from regressing; and,

WHEREAS, summer learning is a key solution to closing academic and opportunity gaps that plague many communities across the country. Recent research from the RAND Corporation funded by The Wallace Foundation shows that high-quality summer learning programs can not only curb summer learning loss, they can even help boost student achievement. When children continue to learn during the summer, they are healthier, safer, and smarter, and their schools and communities are more successful.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



I. Program Name: Suncoast Summer Book Challenge 2017 ("SSBC")

II. Parties to this Memorandum of Understanding ("MOU"):

The Patterson Foundation ("TPF")  
2 N. Tamiami Trail, Suite 206  
Sarasota, FL 34236  
(941) 952-1413  
Beth Duda  
bduda@thepattersonfoundation.org

and

**Summer Location**

Name of location: Manatee County Parks & Recreation at G.T. Bray Park  
Contact Name: Marcus Francis  
Address: 5502 33rd Avenue Drive West  
City, State, Zip: Bradenton, FL 34209  
Phone Number: 941.742.5923  
Contact email: Marcus.Francis@mymanatee.org  
Facebook Page: Facebook.com/BrayRecreation  
Twitter Handle(s): n/a

III. Effective Date of this MOU: This MOU will be executed and effective on the date of the final signature below.

IV. Termination Date of this MOU: Upon completion of the Suncoast Summer Book Challenge 2017 at the Manatee County Parks & Recreation at G.T. Bray Park.

V. Program Duration: Manatee County Parks & Recreation at G.T. Bray Park will choose the duration of the SSBC at its location.

VI. Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

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 **SSBC**.

Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Recreation at G.T. Bray Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Recreation at G.T. Bray Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Recreation at G.T. Bray Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Recreation at G.T. Bray Park will award the bracelets at least twice a week at Manatee County Parks & Recreation at G.T. Bray Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Recreation at G.T. Bray Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)
6. 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. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Recreation at G.T. Bray Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Recreation at G.T. Bray Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number) and the number of books they have read. TPF will send a weekly survey to Manatee County Parks & Recreation at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Recreation at G.T. Bray Park will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Recreation at G.T. Bray Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Recreation at G.T. Bray Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.
11. Manatee County Parks & Recreation at G.T. Bray Park will partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Recreation at G.T. Bray Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Recreation at G.T. Bray Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Manatee County Parks & Recreation at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Recreation at G.T. Bray Park will respond to the survey by 6pm on each Friday.)

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

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at G.T. Bray Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Recreation at G.T. Bray Park will receive \$500 for each week the Manatee County Parks & Recreation at G.T. Bray Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)
2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at G.T. Bray Park will receive \$400 for conducting the staff orientation/information session; and

- b. Manatee County Parks & Recreation at G.T. Bray Park will receive \$200 for each week the Manatee County Parks & Recreation at G.T. Bray Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)
3. If all conditions are met, payments from TPF to Manatee County Parks & Recreation at G.T. Bray Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

VIII. Bonus Pool: A bonus pool of \$50,000 will be established by TPF and used as follows:

- TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
- Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.
- The bonus pool of \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
- The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.
- If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
- If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
- If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
- If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
- If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus

Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.

- All bonus pool decisions will be final.

IX. Communications: Manatee County Parks & Recreation at G.T. Bray Park agrees to abide by the TPF Media Policy as described in Exhibit A.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted above written.

**THE PATTERSON FOUNDATION**

**MANATEE COUNTY PARKS &  
RECREATION AT G.T. BRAY PARK**

\_\_\_\_\_  
Name: Debra M. Jacobs  
Title: President and CEO  
Date:

\_\_\_\_\_  
Name: Charlie Hunsicker  
Title: Manatee County Parks and Natural  
Resources Director  
Date:

\_\_\_\_\_  
Name: Elizabeth (Beth) Duda  
Title: Director, SCGLR  
Date:

\_\_\_\_\_  
Name: Marcus Francis  
Title: Manatee County Parks and Natural  
Resources Athletics Supervisor  
Date:

## **Exhibit A: 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](mailto: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](mailto: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.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PATTERSON FOUNDATION  
AND  
MANATEE COUNTY PARKS & RECREATION AT JOHN H. MARBLE PARK**

WHEREAS, the Suncoast Campaign for Grade-Level Reading is a community wide effort in Manatee and Sarasota counties to help children, especially those from low-income families, succeed in school by ensuring they read on grade level by the end of third grade;

WHEREAS, the statistics are troubling: 67 percent of children nationwide and more than 80 percent of those from low-income families are not proficient readers by the end of third grade;

WHEREAS, 40% of all third graders in Manatee County and Sarasota County are unable to read proficiently by the end of third grade;

WHEREAS, the Campaign for Grade-Level Reading was launched to reverse this potentially catastrophic trend by supporting common-sense solutions at the federal, state, and local levels;

WHEREAS, summer is a time of great inequity for young people. Over the summer, many young people and their families lose access to critical support that keeps them safe, healthy, and engaged in learning;

WHEREAS, research shows that low-income children can lose two months or more of reading skills over the summer, and children who do that consistently can wind up two years behind their classmates by the end of sixth grade;

WHEREAS, summer learning can be bolstered by coming up with effective ways to get more kids engaged in independent reading and encouraging communication about what they have read to ensure understanding;

WHEREAS, research shows that reading six books at the appropriate reading level during the summer may keep a struggling reader from regressing; and,

WHEREAS, summer learning is a key solution to closing academic and opportunity gaps that plague many communities across the country. Recent research from the RAND Corporation funded by The Wallace Foundation shows that high-quality summer learning programs can not only curb summer learning loss, they can even help boost student achievement. When children continue to learn during the summer, they are healthier, safer, and smarter, and their schools and communities are more successful.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Program Name: Suncoast Summer Book Challenge 2017 ("SSBC")

II. Parties to this Memorandum of Understanding ("MOU"):

The Patterson Foundation ("TPF")  
2 N. Tamiami Trail, Suite 206  
Sarasota, FL 34236  
(941) 952-1413  
Beth Duda  
bduda@thepattersonfoundation.org

and

**Summer Location**

Name of location: Manatee County Parks & Recreation at John H. Marble Park  
Contact Name: Marcus Francis  
Address: 3675 53rd Avenue East  
City, State, Zip: Bradenton, FL 34203  
Phone Number: 941.742.5923  
Contact email: Marcus.Francis@mymanatee.org  
Facebook Page: n/a  
Twitter Handle(s): n/a

III. Effective Date of this MOU: This MOU will be executed and effective on the date of the final signature below.

IV. Termination Date of this MOU: Upon completion of the Suncoast Summer Book Challenge 2017 at the Manatee County Parks & Recreation at John H. Marble Park.

V. Program Duration: Manatee County Parks & Recreation at John H. Marble Park will choose the duration of the SSBC at its location.

VI. Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

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 **SSBC**.



Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Recreation at John H. Marble Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Recreation at John H. Marble Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Recreation at John H. Marble Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Recreation at John H. Marble Park will award the bracelets at least twice a week at Manatee County Parks & Recreation at John H. Marble Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Recreation at John H. Marble Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)
6. 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. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Recreation at John H. Marble Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Recreation at John H. Marble Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number) and the number of books they have read. TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Summer Location will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Recreation at John H. Marble Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks &

Recreation at John H. Marble Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.
11. Manatee County Parks & Recreation at John H. Marble Park will partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Recreation at John H. Marble Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Recreation at John H. Marble Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Manatee County Parks & Recreation at John H. Marble Park will respond to the survey by 6pm on each Friday.)

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

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at John H. Marble Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Recreation at John H. Marble Park will receive \$500 for each week the Manatee County Parks & Recreation at John H. Marble Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)

2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - a. Manatee County Parks & Recreation at John H. Marble Park will receive \$400 for conducting the staff orientation/information session; and
  - b. Manatee County Parks & Recreation at John H. Marble Park will receive \$200 for each week the Manatee County Parks & Recreation at John H. Marble Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)
3. If all conditions are met, payments from TPF to Manatee County Parks & Recreation at John H. Marble Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

VIII. Bonus Pool: A bonus pool of \$50,000 will be established by TPF and used as follows:

- TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
- Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.
- The bonus pool of \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
- The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.
- If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
- If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
- If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.

- If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
- If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
- If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.
- All bonus pool decisions will be final.

IX. Communications: Manatee County Parks & Recreation at John H. Marble Park agrees to abide by the TPF Media Policy as described in Exhibit A.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted above written.

**THE PATTERSON FOUNDATION**

**MANATEE COUNTY PARKS & RECREATION AT JOHN H. MARBLE PARK**

\_\_\_\_\_  
 Name: Debra M. Jacobs  
 Title: President and CEO  
 Date:

\_\_\_\_\_  
 Name: Charlie Hunsicker  
 Title: Manatee County Parks and Natural Resources Director  
 Date:

\_\_\_\_\_  
 Name: Elizabeth (Beth) Duda  
 Title: Director, SCGLR  
 Date:

\_\_\_\_\_  
 Name: Marcus Francis  
 Title: Manatee County Parks and Natural Resources Athletic Director  
 Date:

\_\_\_\_\_

## **Exhibit A: 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](mailto: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](mailto: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.

## **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.

**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 Book Challenge 2017 (“SSBC”), 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 SSBC 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” – Public Relations 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 SSBC 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 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 33<sup>rd</sup> AVENUE DRIVE WEST  
BRADENTON, FL 34209  
ATTN: MARCUS FRANCIS

AND

MANATEE COUNTY PARKS & NATURAL RESOURCES AT  
JOHN H. MARBLE PARK  
3675 53<sup>rd</sup> 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 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 Representative. 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](mailto: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 Representative.

**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 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, only to the extent caused by the sole negligence of TPF. Any performance bond or insurance protection required by this Agreement, or otherwise provided by TPF, shall in no way limit the responsibility to indemnify 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 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 arising under this Agreement.

**ARTICLE 21: EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

**ARTICLE 22: 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 below.

**THE PATTERSON FOUNDATION**

By: 

Print Name: Debra M Jacobs

Title: President + CEO

Phone Number: 941-952-1413

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

By: Board of County Commissioners

By:   
County Administrator

Date: July 11, 2017

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

Program Name: Suncoast Summer Book Challenge 2017 (“SSBC”).

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in 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/BrayNatural Resources

Program Duration: SSBC program shall have a begin date of June 5, 2017 and terminate August 4<sup>th</sup>, 2017.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who **fully** participate in the SSBC. Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Natural Resources at G.T. Bray Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Natural Resources at G.T. Bray Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Natural Resources at G.T. Bray Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Natural Resources at G.T. Bray Park will award the bracelets upon completion at Manatee County Parks & Natural Resources at G.T. Bray Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Natural Resources at G.T. Bray Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

6. 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. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Natural Resources at G.T. Bray Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Natural Resources at G.T. Bray Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number), if available, and the number of books they have read. TPF will send a weekly survey to Manatee County Parks & Natural Resources at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Natural Resources at G.T. Bray Park will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Natural Resources at G.T. Bray Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Natural Resources at G.T. Bray Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.
11. Manatee County Parks & Natural Resources at G.T. Bray Park should strive to partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators in order to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Natural Resources at G.T. Bray Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Natural Resources at G.T. Bray Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by

6:00pm during each week of the program. (TPF will send a weekly survey to Manatee County Parks & Natural Resources at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Natural Resources at G.T. Bray Park will respond to the survey by 6:00pm on each Friday.)

**ATTACHMENT: B**  
**Payment for G.T. Bray Park**

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

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - 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 \$500 for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)
2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - 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 for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)
3. If all conditions are met, payments from TPF to Manatee County Parks & Natural Resources at G.T. Bray Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

II. Bonus Pool: A bonus pool of \$50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
2. Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.
3. The bonus pool of \$50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.
4. The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.



5. If Summer Location's students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.
6. If Summer Location's students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.
7. If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
8. If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
9. If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
10. If Summer Location's students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.
11. If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.
12. 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 Public Relations Policy as described in Exhibit E.

**ATTACHMENT: C**  
**Program Description of John H. Marble Park**

Program Name: Suncoast Summer Book Challenge 2017 (“SSBC”)

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in 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

Program Duration: SSBC program shall have a begin date of June 5, 2017 and terminate August 4<sup>th</sup>, 2017.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who **fully** participate in the SSBC. Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.
2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Natural Resources at John H. Marble Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Natural Resources at John H. Marble Park would like to have them participate.
3. All participating students will be provided with the official SSBC Log.
4. Manatee County Parks & Natural Resources at John H. Marble Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Natural Resources at John H. Marble Park will award the bracelets upon completion at Manatee County Parks & Natural Resources at John H. Marble Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)
5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Natural Resources at John H. Marble Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

6. 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. Experiential learning related to reading will be offered.
7. The contact at Manatee County Parks & Natural Resources at John H. Marble Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.
8. Manatee County Parks & Natural Resources at John H. Marble Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number), if available, and the number of books they have read. TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Summer Location will respond to the survey by 6pm on each Friday.
9. Manatee County Parks & Natural Resources at John H. Marble Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Natural Resources at John H. Marble Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

**I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!**

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11. Manatee County Parks & Natural Resources at John H. Marble Park should strive to partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators in order to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Natural Resources at John H. Marble Park must present its list of partners to TPF prior to receiving the first support payment from TPF.
12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.
13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Natural Resources at John H. Marble Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Manatee County Parks &

Natural Resources at John H. Marble Park will respond to the survey by 6:00pm on each Friday.)

**ATTACHMENT: D**  
**Payment at John H. Marble Park**

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

1. Programs with **more** than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - 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 \$500 for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session. (For example a 6-week program with 30 or more children will receive \$400 for orientation and \$3,000 for the program, for a total of \$3,400. Likewise, a 10-week program would receive \$5,400.)
2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
  - 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 for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive \$400 for orientation and \$1,200 for the program, for a total of \$1,600. Likewise, a 10-week program will receive \$2,400.)
3. If all conditions are met, payments from TPF to Manatee County Parks & Natural Resources at John H. Marble Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

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1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.
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7. If Summer Location's students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.
8. If Summer Location's students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
9. If Summer Location's students don't on average lose any reading proficiency, Summer Location will receive 75% of their allocation.
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11. If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.
12. All bonus pool decisions will be final.

III. Communications: Manatee County Parks & Natural Resources at John H. Marble Park agrees to abide by the TPF Public Relations Policy as described in Exhibit E.

**ATTACHMENT: E**  
**Public Relations 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](mailto:rjoffe@magnifygood.com).

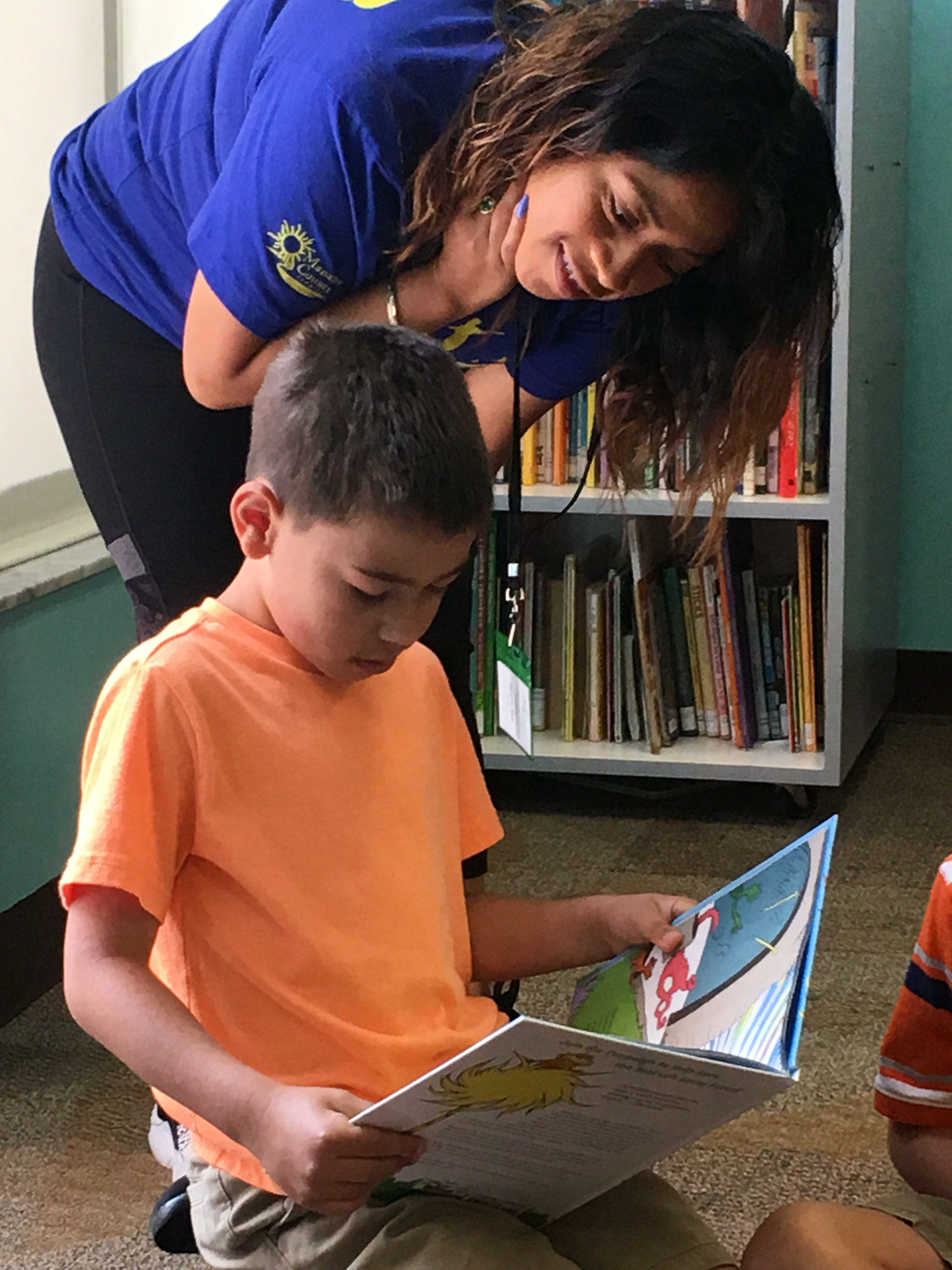
PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

**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](mailto: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.



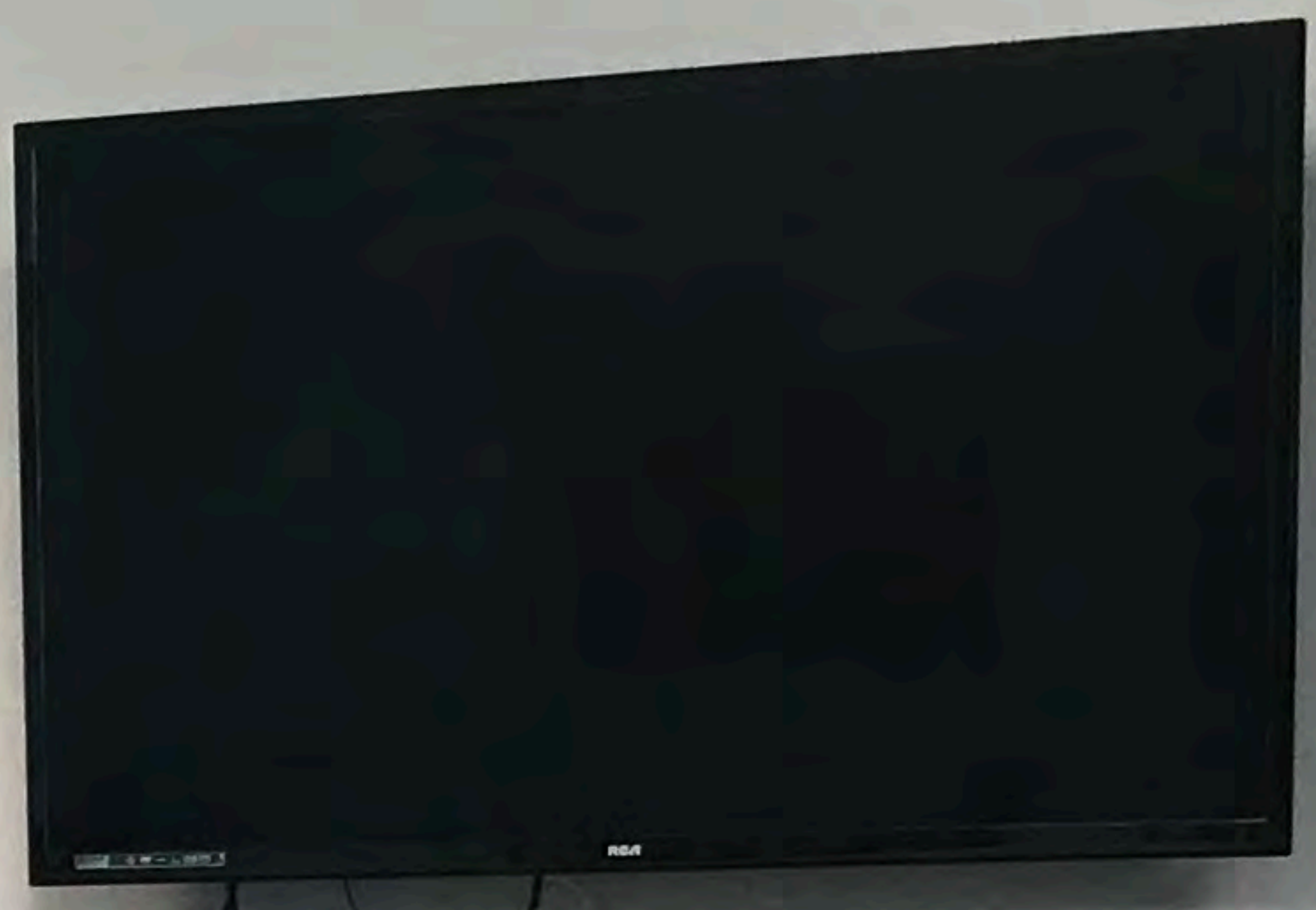




GROUP 3

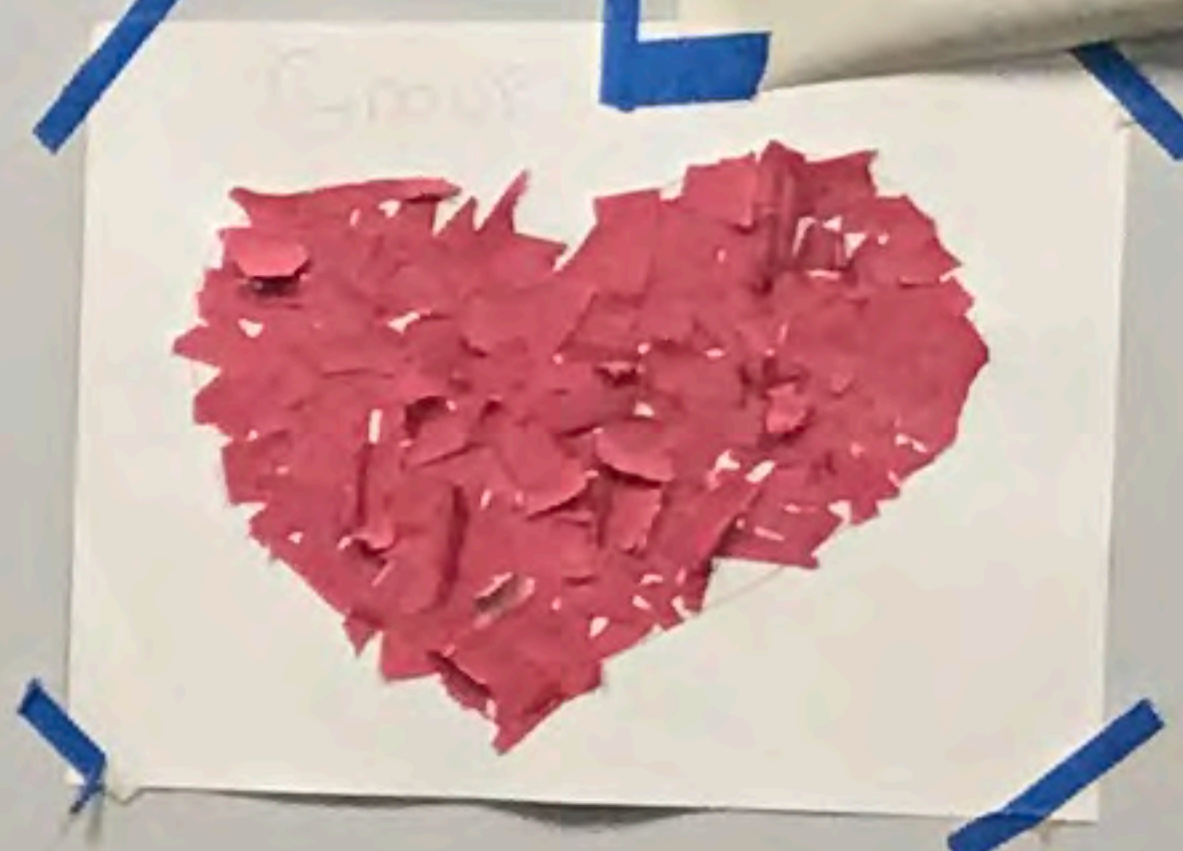


THEATRE



THEATRE

Targeted Workout



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)>

Cc: Mitchell Palmer <[mitchell.palmer@mymanatee.org](mailto:mitchell.palmer@mymanatee.org)>, Alex Nicodemi <[alex.nicodemi@mymanatee.org](mailto:alex.nicodemi@mymanatee.org)>, Ed Hunzeker <[ed.hunzeker@mymanatee.org](mailto:ed.hunzeker@mymanatee.org)>, Dan Schlandt <[dan.schlandt@mymanatee.org](mailto:dan.schlandt@mymanatee.org)>, Charlie Hunsicker <[charlie.hunsicker@mymanatee.org](mailto:charlie.hunsicker@mymanatee.org)>

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.

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
ph. 941-745-3750  
fx. 941-749-3089  
[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)