

AGREEMENT FOR CHARITABLE SERVICES

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

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or asset-limited 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 ("Program") for a community-wide effort in the County to help children, especially of asset-limited 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, the 2026 Suncoast Summer Reading Challenge ("2026SSRC"), 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 TPF to provide support for the 2026 Suncoast Campaign for Grade-Level Reading's 2026SSRC 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 at G.T. Bray Park
Attachment "B" – Payments for G.T. Bray Park
Attachment "C" – Program Description at John H Marble Park
Attachment "D" – Payments for John H Marble Park
**Attachment "E" – Partner Media/Public Relations/Social
Media Policy**
Attachment "F" – Insurance Requirements
Attachment "G" – Anti-Human Trafficking Affidavit

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. The County shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. 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. No agent or employee of the County may authorize a modification of this provision.

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 SSRC 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 the other party no less than thirty (30) days written notice of intent to terminate. The 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 TPF has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, 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 34236
ATTN: BETH DUDA

If mailed to County: MANATEE COUNTY SPORTS AND LEISURE SERVICES
DEPARTMENT AT G.T. BRAY PARK
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: RECREATION MANAGER

And
Manatee County Government
Attention: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34205

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. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given.

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 the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide the County's representative, as defined in Article 10 of this Agreement, all necessary information, records and contracts required by this Agreement as requested by the 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 the County's Representative. TPF's information shall be made available to the County for audit, inspection or copying during the County's normal business hours and as often as the 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. The 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 the County's Representative and shall be completed and submitted by TPF to the 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 TPF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, LACY.PRITCHARD@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, religion, 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 the 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 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 the 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 the 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 TPF's Board of Directors.

I: TPF'S DIRECTORS. TPF's paid staff shall not be a voting or elected member of 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 County 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, 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. Nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the 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 the 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 TPF's sole expense, procure, maintain and keep in force the types and amounts of insurance necessary to cover the cost of its obligations under this Agreement, including the insurance coverages, terms, and limits set forth in Attachment F. 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 the County with evidence of a binder proving continuation of coverage and a new certificate as promptly as reasonably practicable.

TPF shall immediately notify the 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. County's Sports and Leisure Services Director or his/her designee shall serve as the County's representative and is authorized to administer 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 County Administrator or his or her designee.

ARTICLE 11: ANTI-HUMAN TRAFFICKING ATTACHMENT. TPF agrees to provide the County with a sworn affidavit signed by an officer or a representative of TPF under penalty of perjury attesting that TPF does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be in a form substantially similar to Attachment G and be provided at the time of or before TPF's execution of this Agreement.

ARTICLE 12: 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 13: 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 14: 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 15: 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, named windstorm, earthquake, pandemic or epidemic, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

ARTICLE 16: 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 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 17: 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 18: 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 to provide such waiver.

ARTICLE 19: 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 20: 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 21: ATTORNEYS FEES AND COSTS. Except for those obligations arising under Article 8 of this Agreement, 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 22: ENTIRE AGREEMENT. This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. All interpretations shall be governed by laws of the State of Florida.

ARTICLE 23: EFFECTIVE DATE. This Agreement shall take effect as of June 2, 2026, notwithstanding the actual dates upon which the parties execute same.

ARTICLE 24: 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.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth in Article 24

of this Agreement.

THE PATTERSON FOUNDATION

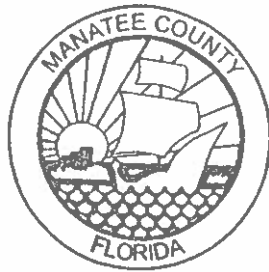
By: [Signature]

Print Name: Debra M. Jacobs

Title: President and CEO - The Patterson Foundation

Phone Number: 941-952-1413

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



By: its Board of County Commissioners

By: [Signature]
Chairperson

Date: May 14, 2021

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]
Deputy Clerk

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

Program Name: 2026 Suncoast Summer Reading Challenge ("2026SSRC").

Program Duration: SSRC shall have an effective date of June 1, 2026, and terminate on August 7, 2026. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfasts and lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (West/GT Bray Location)

Dates of Summer Programming: June 1, 2026 – August 7, 2026, Closed July 3, 2026

Days and Hours of Operation: Monday – Friday, 7:30am – 6:00pm / Programming Hours: 8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 162

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

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

Point of Contact Name: Crystal Scherer and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6054

Point of Contact Email: Crystal.Scherer.mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: Molly.White@mymanatee.org

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: Facebook.com/Manatee County Government

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

County's Responsibilities:

Nonprofit Summer Providers:

To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the County must:

- Offer a summer program that combines enrichment activities and academic support.
- Ensure that Certified Teachers provide academic instruction or guidance. This can be fulfilled in conjunction with the Suncoast Campaign for Grade-Level Reading if a Certified Teacher is not available to the Summer Provider.
- Operate a program that meets at least 5 hours per day, 4 days per week (except for holiday weeks).
- Run a summer program that lasts a minimum of 6 weeks.
- Serve at least 25 children in grades PreK – 5th grade.
- Include children eligible for free and reduced-price breakfasts and lunches.

Full Participation Requirements

Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
- Ensure that all staff interacting with participating children view the Suncoast Summer Reading Challenge training video.
- Receive a training video link from The Patterson Foundation's Community Outreach Engager and schedule a virtual Q&A session if needed.
- Encourage volunteer participation in the training to strengthen program delivery.

Challenge Execution and Reporting

- Programs will distribute incentives, including:
 - Silicone bracelets for each of the first 6 books read.
 - A brag tag and chain upon reading 6 books.
 - Additional brag tags for every 5 books read beyond the initial 6.
- Awarding of bracelets and brag tags will occur at least once per week at each program site.

Engagement in Learning Activities

- Each summer program is encouraged to prioritize parent and family engagement throughout the summer. Keep parents and family members informed about daily activities and special events. When possible, invite their participation. Share their child's successes with them and find opportunities to praise positive behaviors.
- The Suncoast Campaign for Grade-Level Reading will support camp-sponsored family engagement events centered around reading. The Patterson Foundation will consider contributing to the cost of refreshments for up to 3 family engagement events during the course of the summer camp. In order to secure this support, summer providers must share their plans with their Community Outreach Engager at least 3 weeks prior to the planned

event.

Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

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

If all conditions are met, including this signed agreement, payments from TPF to County will be as follows:

- 60% on or around May 27, 2026
 - 40% on or around August 12, 2026
1. On-site Programs with at least 25 participating students*. County will receive:
 - a. \$250 per week for six weeks the County's G.T. Bray Park program is in session
 - b. For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500
 2. On-site Programs with more than 40 and less than 60 participating students*. County will receive:
 - a. \$500 per week for six weeks the program is in session.
 - b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000
 3. On-site Programs with more than 60 participating students*. County will receive:
 - a. \$750 per week for six weeks the program is in session.
 - b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

ATTACHMENT C:
Program Description at John H Marble Park

Program Name: 2026 Suncoast Summer Reading Challenge ("2026SSRC").

Program Duration: SSRC shall have an effective date of June 1, 2026, and terminate on August 7, 2026. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfast and lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (East/John H Marble Location)

Dates of Summer Programming: June 1, 2026 – August 7, 2026, Closed July 3, 2026

Days and Hours of Operation: Monday – Thursday, 7:30am – 6:00pm / Programming Hours:
8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 135

Address: 3675 53rd Ave E, Bradenton, FL 34203

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

Point of Contact Name: Crystal Scherer and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6054

Point of Contact Email: Crystal.Scherer@mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: molly.white@mymanatee.org

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: [Facebook.com/Manatee County Government](https://www.facebook.com/ManateeCountyGovernment)

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

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To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the County must:

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- Run a summer program that lasts a minimum of 6 weeks.
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Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
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Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

ATTACHMENT D:
Payment for John H Marble Park

If all conditions are met, including this signed agreement, payments from TPF to County will be as follows:

- 60% on or around May 27, 2026
 - 40% on or around August 12, 2026
4. On-site Programs with at least 25 participating students*. County will receive:
 - a. \$250 per week for six weeks the County's John H. Marbel Park program is in session.
 - b. For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500
 5. On-site Programs with more than 40 and less than 60 participating students*. County will receive:
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 - b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000
 6. On-site Programs with more than 60 participating students*. County will receive:
 - a. \$750 per week for six weeks the program is in session.
 - b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

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

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

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

Media Inquiries and Interviews

Direct all media inquiries and questions **related to The Patterson Foundation** to:
Beth Duda: 941-952-1413 or bduda@thepattersonfoundation.org

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.
3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

Other Communications & Social Media

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



Attachment F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: atlas247@atlasinsuranceagency.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Alliance of Non-Profits for In
INSURED The Patterson Foundation 2 North Tamiami Trail, #206 Sarasota FL 34236	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 134649832

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	02-CP-0042432-01-11	1/12/2026	1/12/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		Y	02-CP-0042432-01-11	1/12/2026	1/12/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is subject to policy forms, conditions & exclusions.

The Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Manatee County, a political subdivision of the State of Florida
Att: Purchasing Division - Procurement
1112 Manatee Avenue W.
Bradenton FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment G

**ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)**

Before me, the undersigned authority, personally appeared Elizabeth Duda who was sworn and says that the following information is true and correct:

1. I am the Director of the Suncoast Campaign for Grade-Level Reading of The Patterson Foundation, a Florida corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Elizabeth Duda


Signature

STATE OF FLORIDA
COUNTY OF [insert county, i.e., MANATEE]
Sarasota

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 30th day of April, 2026, by Elizabeth Duda [insert name, i.e., John Doe], who

- ☐ is personally known to me or
☒ has produced Florida Drivers license as identification.

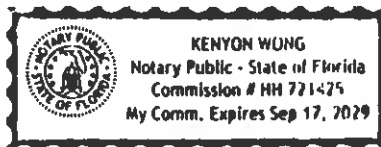
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Kenyon Wong

My Commission Expires: Sep 17, 2029

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)





Approved in Open Session 5/19/26
Manatee County
Board of County Commissioners

May 19, 2026 - Regular Meeting

Subject

Execution of Agreement for Charitable Services with The Patterson Foundation for the 2026 Suncoast Summer Reading Challenge- Molly White- Director, Sports and Leisure Services, Countywide

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Presenter: Molly White, Director, Sports & Leisure Services, ext. 6007

Contact: Gabriel Colon, Contracts Manager, Sports & Leisure Services, ext. 6074

Contact: Crystal Scherer, Community Engagement Division Manager, Sports & Leisure Services, ext. 6047

Action Requested

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

Enabling/Regulating Authority

Florida Statutes, Chapter 125

Applicable Advisory Board

N/A

Background Discussion

On April 4, 2017, the Board of County Commissioners ("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 Sports & Leisure Department's Summer Camp Program to participate in the Suncoast Campaign for Grade-Level Reading.

See attached Agenda Update Memo 5.14.26

Now that the Manatee County Summer Blast Camp programs have been officially recognized as a participating program since 2017, The Patterson Foundation has requested our participation again for the 2026 Summer Camp Program.

We are seeking the Board's approval to execute the attached 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 program leads for the Summer that are not normally allocated, the purchase of more books, and increased spending for activities and supplies associated with the reading initiative.

The 2026 Suncoast Summer Reading Challenge Agreement for Charitable Services is very similar to agreements presented in past years. Only minor changes to the Program Description, dates of the Program, and location of the Program have been updated.

Attorney Review

Formal Written Review (Opinion memo must be attached) Snyderman

Instructions to Board Records

Please ensure that the Chairperson signs page 9 of the Agreement.

Please provide an approved copy of the agenda to: Gabriel.Colon@mymanatee.org; Crystal.Scherer@mymanatee.org; Sally.Dillard@mymanatee.org; Molly.White@mymanatee.org

Distributed 5/20/26, RT

Cost and Funds Source Account Number and Name

\$9,000 - 106.0000000.369000 / Youth Camps

Amount and Frequency of Recurring Costs

\$9,000 one time



May 19, 2026 - Regular Meeting

Subject

Updates to Agenda - May 14, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 5/14/26) for the meeting of May 19, 2026:

CONSENT AGENDA

Government Relations

Item 20, Execution of Updated Non-Profit Agreement with Manatee Educational Television Consortium (METV), Stephanie Garrison, Director of Government Relations

- This agenda item was updated to include the revised Non-Profit Agreement.

Item 21, Authorization to submit recommended census tracts for Opportunity Zone designation through Florida Commerce, Stephanie Garrison, Government Relations Director

- This agenda item was updated with a revised Action Requested and Attorney Review designation in strikethrough/underline format.

Sports and Leisure Department

Item 28, Execution of Agreement for Charitable Services with The Patterson Foundation for the 2026 Suncoast Summer Reading Challenge- Molly White- Director, Sports and Leisure Services, Countywide

- This agenda item was updated with a revised Charitable Services Agreement.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 38, Advertising Revenue for Public Transit System – District 3

- This agenda item was updated to revise the Background Discussion in strikethrough/underline format.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

AGREEMENT FOR CHARITABLE SERVICES

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

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or asset-limited 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 ("Program") for a community-wide effort in the County to help children, especially of asset-limited 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, the 2026 Suncoast Summer Reading Challenge ("2026SSRC"), 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 TPF to provide support for the 2026 Suncoast Campaign for Grade-Level Reading's 2026SSRC 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 at G.T. Bray Park
Attachment "B" – Payments for G.T. Bray Park
Attachment "C" – Program Description at John H Marble Park
Attachment "D" – Payments for John H Marble Park
Attachment "E" – Partner Media/Public Relations/Social Media Policy
Attachment "F" – Insurance Requirements
Attachment "G" – Anti-Human Trafficking Affidavit

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. The County shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. 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. No agent or employee of the County may authorize a modification of this provision.

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 SSRC 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 the other party no less than thirty (30) days written notice of intent to terminate. The 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 TPF has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, 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 SPORTS AND LEISURE SERVICES
DEPARTMENT AT G.T. BRAY PARK
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: RECREATION MANAGER

And
Manatee County Government
Attention: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34205

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. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given.

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 the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide the County's representative, as defined in Article 10 of this Agreement, all necessary information, records and contracts required by this Agreement as requested by the 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 the County's Representative. TPF's information shall be made available to the County for audit, inspection or copying during the County's normal business hours and as often as the 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. The 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 the County's Representative and shall be completed and submitted by TPF to the 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 TPF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, LACY.PRITCHARD@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, religion, 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 the 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 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 the 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 the 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 TPF's Board of Directors.

I: TPF'S DIRECTORS. TPF's paid staff shall not be a voting or elected member of 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 County 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, 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. Nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the 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 the 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 TPF's sole expense, procure, maintain and keep in force the types and amounts of insurance necessary to cover the cost of its obligations under this Agreement, including the insurance coverages, terms, and limits set forth in Attachment F. 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 the County with evidence of a binder proving continuation of coverage and a new certificate as promptly as reasonably practicable.

TPF shall immediately notify the 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. County's Sports and Leisure Services Director or his/her designee shall serve as the County's representative and is authorized to administer 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 County Administrator or his or her designee.

ARTICLE 11: ANTI-HUMAN TRAFFICKING ATTACHMENT. TPF agrees to provide the County with a sworn affidavit signed by an officer or a representative of TPS under penalty of perjury attesting that TPF does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be in a form substantially similar to Attachment G and be provided at the time of or before TPF's execution of this Agreement.

ARTICLE 12: 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 13: 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 14: 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 15: 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, named windstorm, earthquake, pandemic or epidemic, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

ARTICLE 16: 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 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 17: 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 18: 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 to provide such waiver.

ARTICLE 19: 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 20: 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 21: ATTORNEYS FEES AND COSTS. Except for those obligations arising under Article 8 of this Agreement, 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 22: ENTIRE AGREEMENT. This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. All interpretations shall be governed by laws of the State of Florida.

ARTICLE 23: EFFECTIVE DATE. This Agreement shall take effect as of June 2, 2026, notwithstanding the actual dates upon which the parties execute same.

ARTICLE 24: 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.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth in Article 24

of this Agreement.

THE PATTERSON FOUNDATION

By: 

Print Name: Debra M. Jacobs

Title: President and CEO - The Patterson Foundation

Phone Number: 941-952-1413

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

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

Program Name: 2026 Suncoast Summer Reading Challenge (“2026SSRC”).

Program Duration: SSRC shall have an effective date of June 1, 2026, and terminate on August 7, 2026. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfasts and lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (West/GT Bray Location)

Dates of Summer Programming: June 1, 2026 – August 7, 2026, Closed July 3, 2026

Days and Hours of Operation: Monday – Friday, 7:30am – 6:00pm / Programming Hours: 8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 162

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

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

Point of Contact Name: Crystal Scherer and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6054

Point of Contact Email: Crystal.Scherer.mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: Molly.White@mymanatee.org

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: Facebook.com/Manatee County Government

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

County's Responsibilities:

Nonprofit Summer Providers:

To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the County must:

- Offer a summer program that combines enrichment activities and academic support.
- Ensure that Certified Teachers provide academic instruction or guidance. This can be fulfilled in conjunction with the Suncoast Campaign for Grade-Level Reading if a Certified Teacher is not available to the Summer Provider.
- Operate a program that meets at least 5 hours per day, 4 days per week (except for holiday weeks).
- Run a summer program that lasts a minimum of 6 weeks.
- Serve at least 25 children in grades PreK – 5th grade.
- Include children eligible for free and reduced-price breakfasts and lunches.

Full Participation Requirements

Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
- Ensure that all staff interacting with participating children view the Suncoast Summer Reading Challenge training video.
- Receive a training video link from The Patterson Foundation's Community Outreach Engager and schedule a virtual Q&A session if needed.
- Encourage volunteer participation in the training to strengthen program delivery.

Challenge Execution and Reporting

- Programs will distribute incentives, including:
 - Silicone bracelets for each of the first 6 books read.
 - A brag tag and chain upon reading 6 books.
 - Additional brag tags for every 5 books read beyond the initial 6.
- Awarding of bracelets and brag tags will occur at least once per week at each program site.

Engagement in Learning Activities

- Each summer program is encouraged to prioritize parent and family engagement throughout the summer. Keep parents and family members informed about daily activities and special events. When possible, invite their participation. Share their child's successes with them and find opportunities to praise positive behaviors.
- The Suncoast Campaign for Grade-Level Reading will support camp-sponsored family engagement events centered around reading. The Patterson Foundation will consider contributing to the cost of refreshments for up to 3 family engagement events during the course of the summer camp. In order to secure this support, summer providers must share their plans with their Community Outreach Engager at least 3 weeks prior to the planned

event.

Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

ATTACHMENT B:
Payment for G.T. Bray Park

If all conditions are met, including this signed agreement, payments from TPF to County will be as follows:

- 60% on or around May 27, 2026
 - 40% on or around August 12, 2026
1. On-site Programs with at least 25 participating students*. County will receive:
 - a. \$250 per week for six weeks the County's G.T. Bray Park program is in session
 - b. For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500
 2. On-site Programs with more than 40 and less than 60 participating students*. County will receive:
 - a. \$500 per week for six weeks the program is in session.
 - b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000
 3. On-site Programs with more than 60 participating students*. County will receive:
 - a. \$750 per week for six weeks the program is in session.
 - b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

ATTACHMENT C:
Program Description at John H Marble Park

Program Name: 2026 Suncoast Summer Reading Challenge ("2026SSRC").

Program Duration: SSRC shall have an effective date of June 1, 2026, and terminate on August 7, 2026. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfast and lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (East/John H Marble Location)

Dates of Summer Programming: June 1, 2026 – August 7, 2026, Closed July 3, 2026

Days and Hours of Operation: Monday – Thursday, 7:30am – 6:00pm / Programming Hours:
8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 135

Address: 3675 53rd Ave E, Bradenton, FL 34203

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

Point of Contact Name: Crystal Scherer and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6054

Point of Contact Email: Crystal.Scherer@mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: molly.white@mymanatee.org

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: Facebook.com/Manatee County Government

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

County's Responsibilities:

Nonprofit Summer Providers:

To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the County must:

- Offer a summer program that combines enrichment activities and academic support.
- Ensure that Certified Teachers provide academic instruction or guidance. This can be fulfilled in conjunction with the Suncoast Campaign for Grade-Level Reading if a Certified Teacher is not available to the Summer Provider.
- Operate a program that meets at least 5 hours per day, 4 days per week (except for holiday weeks).
- Run a summer program that lasts a minimum of 6 weeks.
- Serve at least 25 children in grades PreK – 5th grade.
- Include children eligible for free and reduced-price breakfasts and lunches.

Full Participation Requirements

Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
- Ensure that all staff interacting with participating children view the Suncoast Summer Reading Challenge training video.
- Receive a training video link from The Patterson Foundation's Community Outreach Engager and schedule a virtual Q&A session if needed.
- Encourage volunteer participation in the training to strengthen program delivery.

Challenge Execution and Reporting

- Programs will distribute incentives, including:
 - Silicone bracelets for each of the first 6 books read.
 - A brag tag and chain upon reading 6 books.
 - Additional brag tags for every 5 books read beyond the initial 6.
- Awarding of bracelets and brag tags will occur at least once per week at each program site.

Engagement in Learning Activities

- Each summer program is encouraged to prioritize parent and family engagement throughout the summer. Keep parents and family members informed about daily activities and special events. When possible, invite their participation. Share their child's successes with them and find opportunities to praise positive behaviors.

- The Suncoast Campaign for Grade-Level Reading will support camp-sponsored family engagement events centered around reading. The Patterson Foundation will consider contributing to the cost of refreshments for up to 3 family engagement events during the course of the summer camp. In order to secure this support, summer providers must share their plans with their Community Outreach Engager at least 3 weeks prior to the planned event.

Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

ATTACHMENT D:
Payment for John H Marble Park

If all conditions are met, including this signed agreement, payments from TPF to County will be as follows:

- 60% on or around May 27, 2026
 - 40% on or around August 12, 2026
4. On-site Programs with at least 25 participating students*. County will receive:
 - a. \$250 per week for six weeks the County's John H. Marbel Park program is in session.
 - b. For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500
 5. On-site Programs with more than 40 and less than 60 participating students*. County will receive:
 - a. \$500 per week for six weeks the program is in session.
 - b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000
 6. On-site Programs with more than 60 participating students*. County will receive:
 - a. \$750 per week for six weeks the program is in session.
 - b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

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

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

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

Media Inquiries and Interviews

Direct all media inquiries and questions **related to The Patterson Foundation** to:
Beth Duda: 941-952-1413 or bduda@thepattersonfoundation.org

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.
3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

Other Communications & Social Media

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: atlas247@atlasinsuranceagency.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A : Alliance of Non-Profits for In	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 134649832

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	02-CP-0042432-01-11	1/12/2026	1/12/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐		Y	02-CP-0042432-01-11	1/12/2026	1/12/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to policy forms, conditions & exclusions.

The Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Manatee County, a political subdivision of the State of Florida
Att: Purchasing Division - Procurement
1112 Manatee Avenue W.
Bradenton FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment G

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Elizabeth Duda who was sworn and says that the following information is true and correct:

1. I am the Director of the Suncoast Campaign for Grade-Level Reading of The Patterson Foundation, a Florida corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Elizabeth Duda



Signature

STATE OF FLORIDA

COUNTY OF [insert county, i.e., MANATEE]

Sarasota

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 30th day of April, 2026, by Elizabeth Duda [insert name, i.e., John Doe], who

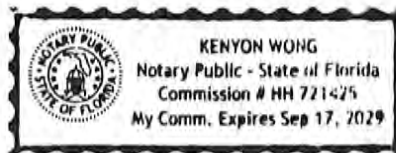
- ☐ is personally known to me or
☒ has produced Florida Drivers license as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Kenyon Wong
Signature of Notary Public

My Commission Expires: Sep 17, 2029

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



AGREEMENT FOR CHARITABLE SERVICES

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

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or asset-limited 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 ("Program") for a community-wide effort in the County to help children, especially of asset-limited 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, the 2026 Suncoast Summer Reading Challenge ("2026SSRC"), 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 TPF to provide support for the 2026 Suncoast Campaign for Grade-Level Reading's 2026SSRC 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 at G.T. Bray Park**
- Attachment "B" – Payments for G.T. Bray Park**
- Attachment "C" – Program Description at John H Marble Park**
- Attachment "D" – Payments for John H Marble Park**
- Attachment "E" – Partner Media/Public Relations/Social Media Policy**
- Attachment "F" – Insurance Requirements**
- Attachment "G" – Anti-Human Trafficking Affidavit**

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. The County shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. 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. No agent or employee of the County may authorize a modification of this provision.

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 SSRC 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 the other party no less than thirty (30) days written notice of intent to terminate. The 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 TPF has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, 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 SPORTS AND LEISURE SERVICES
DEPARTMENT AT G.T. BRAY PARK
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: RECREATION MANAGER

And
Manatee County Government
Attention: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34205

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. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given.

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 the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide the County's representative, as defined in Article 10 of this Agreement, all necessary information, records and contracts required by this Agreement as requested by the 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 the County's Representative. TPF's information shall be made available to the County for audit, inspection or copying during the County's normal business hours and as often as the 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. The 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 the County's Representative and shall be completed and submitted by TPF to the 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 TPF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, LACY.PRITCHARD@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, religion, 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 the 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 its 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 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 the 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 the 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 TPF's Board of Directors.

I: TPF'S DIRECTORS. TPF's paid staff shall not be a voting or elected member of 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 County 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, 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. Nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the 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 the 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 TPF's sole expense, procure, maintain and keep in force the types and amounts of insurance necessary to cover the cost of its obligations under this Agreement, including the insurance coverages, terms, and limits set forth in Attachment F. 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 the County with evidence of a binder proving continuation of coverage and a new certificate as promptly as reasonably practicable.

TPF shall immediately notify the 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. County's Sports and Leisure Services Director or his/her designee shall serve as the County's representative and is authorized to administer 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 County Administrator or his or her designee.

ARTICLE 11: ANTI-HUMAN TRAFFICKING ATTACHMENT. TPF agrees to provide the County with a sworn affidavit signed by an officer or a representative of TPS under penalty of perjury attesting that TPF does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be in a form substantially similar to Attachment G and be provided at the time of or before TPF's execution of this Agreement.

ARTICLE 12: 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 13: 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 14: 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 15: 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, named windstorm, earthquake, pandemic or epidemic, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

ARTICLE 16: 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 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 17: 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 18: 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 to provide such waiver.

ARTICLE 19: 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 20: 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 21: ATTORNEYS FEES AND COSTS. Except for those obligations arising under Article 8 of this Agreement, 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 22: ENTIRE AGREEMENT. This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. All interpretations shall be governed by laws of the State of Florida.

ARTICLE 23: EFFECTIVE DATE. This Agreement shall take effect as of June 2, 2026, notwithstanding the actual dates upon which the parties execute same.

ARTICLE 24: 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.

[Remainder of this page intentionally left blank.]

REVISED/REPLACED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth in Article 24

of this Agreement.

THE PATTERSON FOUNDATION

By: _____

Print Name: Debra M. Jacobs

Title: President and CEO - The Patterson Foundation

Phone Number: 941-952-1413

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

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

Program Name: 2026 Suncoast Summer Reading Challenge (“2026SSRC”).

Program Duration: SSRC shall have an effective date of June 1, 2026, and terminate on August 7, 2026. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfasts and lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (West GT Bray Location)

Dates of Summer Programming: June 1, 2026 – August 7, 2026, Closed July 3, 2026

Days and Hours of Operation: Monday – Friday, 7:30am – 6:00pm / Programming Hours: 8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 162

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

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

Point of Contact Name: Crystal Scherer and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6054

Point of Contact Email: Crystal.Scherer.mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: Molly.White@mymanatee.org

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: Facebook.com/Manatee County Government

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

County's Responsibilities:

Nonprofit Summer Providers:

To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the County must:

- Offer a summer program that combines enrichment activities and academic support.
- Ensure that Certified Teachers provide academic instruction or guidance. This can be fulfilled in conjunction with the Suncoast Campaign for Grade-Level Reading if a Certified Teacher is not available to the Summer Provider.
- Operate a program that meets at least 5 hours per day, 4 days per week (except for holiday weeks).
- Run a summer program that lasts a minimum of 6 weeks.
- Serve at least 25 children in grades PreK – 5th grade.
- Include children eligible for free and reduced-price breakfasts and lunches.

Full Participation Requirements

Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
- Ensure that all staff interacting with participating children view the Suncoast Summer Reading Challenge training video.
- Receive a training video link from The Patterson Foundation's Community Outreach Engager and schedule a virtual Q&A session if needed.
- Encourage volunteer participation in the training to strengthen program delivery.

Challenge Execution and Reporting

- Programs will distribute incentives, including:
 - Silicone bracelets for each of the first 6 books read.
 - A brag tag and chain upon reading 6 books.
 - Additional brag tags for every 5 books read beyond the initial 6.
- Awarding of bracelets and brag tags will occur at least once per week at each program site.

Engagement in Learning Activities

- Each summer program is encouraged to prioritize parent and family engagement throughout the summer. Keep parents and family members informed about daily activities and special events. When possible, invite their participation. Share their child's successes with them and find opportunities to praise positive behaviors.
- The Suncoast Campaign for Grade-Level Reading will support camp-sponsored family engagement events centered around reading. The Patterson Foundation will consider contributing to the cost of refreshments for up to 3 family engagement events during the course of the summer camp. In order to secure this support, summer providers must share their plans with their Community Outreach Engager at least 3 weeks prior to the planned

event.

Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

REVISED/REPLACED

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

If all conditions are met, including this signed agreement, payments from TPF to County will be as follows:

- 60% on or around May 27, 2026
 - 40% on or around August 12, 2026
1. On-site Programs with at least 25 participating students*. County will receive:
 - a. \$250 per week for six weeks the County's G.T. Bray Park program is in session
 - b. For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500
 2. On-site Programs with more than 40 and less than 60 participating students*. County will receive:
 - a. \$500 per week for six weeks the program is in session.
 - b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000
 3. On-site Programs with more than 60 participating students*. County will receive:
 - a. \$750 per week for six weeks the program is in session.
 - b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

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

Program Name: 2026 Suncoast Summer Reading Challenge ("2026SSRC").

Program Duration: SSRC shall have an effective date of June 1, 2026, and terminate on August 7, 2026. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfast and lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (East/John H Marble Location)

Dates of Summer Programming: June 1, 2026 – August 7, 2026, Closed July 3, 2026

Days and Hours of Operation: Monday – Thursday, 7:30am – 6:00pm / Programming Hours:
8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 135

Address: 3675 53rd Ave E, Bradenton, FL 34203

Address for Payments: 5502 37th Avenue Drive West, Bradenton, Florida 34209

Point of Contact Name: Crystal Scherer and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6054

Point of Contact Email: Crystal.Scherer@mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: molly.white@mymanatee.org

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: Facebook.com/Manatee County Government

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

County's Responsibilities:

Nonprofit Summer Providers:

To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the County must:

- Offer a summer program that combines enrichment activities and academic support.
- Ensure that Certified Teachers provide academic instruction or guidance. This can be fulfilled in conjunction with the Suncoast Campaign for Grade-Level Reading if a Certified Teacher is not available to the Summer Provider.
- Operate a program that meets at least 5 hours per day, 4 days per week (except for holiday weeks).
- Run a summer program that lasts a minimum of 6 weeks.
- Serve at least 25 children in grades PreK – 5th grade.
- Include children eligible for free and reduced-price breakfasts and lunches.

Full Participation Requirements

Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
- Ensure that all staff interacting with participating children view the Suncoast Summer Reading Challenge training video.
- Receive a training video link from The Patterson Foundation's Community Outreach Engager and schedule a virtual Q&A session if needed.
- Encourage volunteer participation in the training to strengthen program delivery.

Challenge Execution and Reporting

- Programs will distribute incentives, including:
 - Silicone bracelets for each of the first 6 books read.
 - A brag tag and chain upon reading 6 books.
 - Additional brag tags for every 5 books read beyond the initial 6.
- Awarding of bracelets and brag tags will occur at least once per week at each program site.

Engagement in Learning Activities

- Each summer program is encouraged to prioritize parent and family engagement throughout the summer. Keep parents and family members informed about daily activities and special events. When possible, invite their participation. Share their child's successes with them and find opportunities to praise positive behaviors.

- The Suncoast Campaign for Grade-Level Reading will support camp-sponsored family engagement events centered around reading. The Patterson Foundation will consider contributing to the cost of refreshments for up to 3 family engagement events during the course of the summer camp. In order to secure this support, summer providers must share their plans with their Community Outreach Engager at least 3 weeks prior to the planned event.

Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

REVISED/REPLACED

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

If all conditions are met, including this signed agreement, payments from TPF to County will be as follows:

- 60% on or around May 27, 2026
 - 40% on or around August 12, 2026
4. On-site Programs with at least 25 participating students*. County will receive:
 - a. \$250 per week for six weeks the County's John H. Marbel Park program is in session.
 - b. For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500
 5. On-site Programs with more than 40 and less than 60 participating students*. County will receive:
 - a. \$500 per week for six weeks the program is in session.
 - b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000
 6. On-site Programs with more than 60 participating students*. County will receive:
 - a. \$750 per week for six weeks the program is in session.
 - b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

REVISED/REPLACED

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

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

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

Media Inquiries and Interviews

Direct all media inquiries and questions **related to The Patterson Foundation** to:
Beth Duda: 941-952-1413 or bduda@thepattersonfoundation.org

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.
3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

Other Communications & Social Media

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

Attachment G

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Elizabeth Duda who was sworn and says that the following information is true and correct:

1. I am the Director of the Suncoast Campaign for Grade-Level Reading of The Patterson Foundation, a Florida corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Elizabeth Duda



Signature

STATE OF FLORIDA

COUNTY OF [insert county, i.e., MANATEE]

Sarasota

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 30th day of April, 2026, by Elizabeth Duda [insert name, i.e., John Doe], who

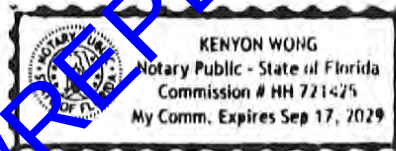
- ☐ is personally known to me or
☒ has produced Florida Drivers license as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Kenyon Wong
Signature of Notary Public

My Commission Expires: Sep 17, 2029

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)





OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: April 24, 2026

TO: Gabriel Colon, Contracts Manager, Sports and Leisure Services

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 04/22/2026*

FROM: Kristina Hager Snyderman, Assistant County Attorney *Approved by KHS 04/24/2026*

RE: **Review of 2026 Agreement for Charitable Services Patterson Foundation; RLS No. 25/26-0203**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review a proposed Charitable Services Agreement (Agreement) between the County and The Patterson Foundation (TPF) for the 2026 Suncoast Summer Reading Challenge. No specific legal issues or concerns were raised.

Discussion:

My legal advice and guidance are given based on the facts provided by you in the RLS dated February 4, 2026, and the following documents provided with the RLS: 2025 Approved Agreement for Charitable Services regarding the 2025 Suncoast Campaign for Grade-Level Reading, and 2024 Agreement for Charitable Services. In addition to the

*Florida Bar Board Certified in City, County and Local Government Law

documents provided, I have reviewed the following RLSs: 2017-0284, 2019-0296, 2021-0183, 2024-0241.

Conclusion:

Attached hereto is an updated redlined draft of the proposed Agreement which contains my recommended changes, comments, and advice. The attached Anti-Human Trafficking Affidavit and Insurance Requirements are additional attachments to be included with the Agreement. The incomplete areas within the Affidavit and the relevant portions of the Insurance Requirements Attachment need to be revised accordingly. The Affidavit needs to be signed/notarized by a representative of TPF prior to the Board's review and execution. Any questions regarding the insurance requirements should be directed to the County's Risk Manager. Except as otherwise indicated, I have not reviewed or revised the proposed Agreement for thoroughness, accuracy, or ADA accessibility. I express no opinion as to the business judgment or policy decision as contemplated in the proposed Agreement.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachments:

Draft revised 2026 Agreement for Charitable Services Patterson Foundation
Proposed Attachments F (Insurance Requirements) and G (Anti-Human
Trafficking Affidavit)

Copies with attachments to:

Bryan Parnell, Deputy County Administrator
Molly White, Director, Sports and Leisure Services
Crystal Scherer, Community Engagement Division Manager, Sports and Leisure
Services
Marcus Francis, Parks and Recreation Manager, Sports and Leisure Services
Allison Minardi, Recreation Division Manager, Sports and Leisure Services

AGREEMENT FOR CHARITABLE SERVICES

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

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or asset-limited 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 ("Program") for a community-wide effort in the County to help children, especially of asset-limited 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, the ~~2025~~2026 Suncoast Summer Reading Challenge ("~~2025~~2026SSRC"), 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 ~~2025~~2026 Suncoast Campaign for Grade-Level Reading's ~~2025~~2026SSRC 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 at G.T. Bray Park
Attachment "B" – Payments for G.T. Bray Park
Attachment "C" – Program Description at Braden River Middle School
Attachment "D" – Payments for John H Marble Park
Attachment "E" – Partner Media/Public Relations/Social Media Policy

Attachment "F" – Insurance Requirements
Attachment "GF" – Anti-Human Trafficking Affidavit

Commented [CA01]: Required to be included by risk management.

Commented [CA02]: Must be provided in accordance with Section 787.06(14), Florida Statutes.

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. The CCCounty shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. 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. No agent or employee of the County may authorize a modification of this provision.

Commented [CA03]: Confirm the amounts are correct prior to presentation to the Board.

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 SSRC 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 the other party no less than thirty (30) days written notice of intent to terminate. The CCCounty 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.

Commented [CA04]: The numbering /formatting of the sections and subsections are inconsistent throughout the agreement (e.g. this article starts with j, whereas Article 7 starts with A, and then j.). It is recommended that the sections and subsections consistent throughout.

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

Commented [CA05]: It is recommended that staff request TPF to remove the initials requirement. If the initials are to remain in the final version, the cover letter for the agenda item needs to be very clear that initials are required on each page as part of the agreement execution.

Commented [CA06]: Although not legally required, it is recommended to always have page numbers in the form of Page x of y for verification purposes, continuity and context.

SARASOTA, FL 34236
ATTN: BETH DUDA

If mailed to County: MANATEE COUNTY SPORTS AND LEISURE SERVICES
DEPARTMENT AT G.T. BRAY PARK
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: RECREATION MANAGER

Commented [CA07]: It is recommended that notice be issued to Director level or above.

And Manatee County Government
Attention: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34205

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. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given.

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 the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide the County's representative, as defined in Article 10 of this Agreement, all necessary information, records and contracts required by this Agreement as requested by the 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 the County's Representative. TPF's information shall be made available to the County for audit, inspection or copying during the County's normal business hours and as often as the 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. The 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.

Commented [CA08]: The agreement does not define "business day." It is suggested that a definition be added, or "business days" be changed to calendar days (and that be defined). Recommended business day definition language is as follows:

The term "business day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight except for Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America.

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

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~~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~~ THE MANAGER'S TPF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, LACY.PRITCHARD@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, religion, 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 the 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 the 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 the 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.

Commented [CA09]: Revised based on the consolidation of the Community Services Department. Further, it is recommended that this prohibition extend to the entire County.

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. Nothing herein shall be interpreted as a waiver of ~~the~~ County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, ~~the~~ County shall give notice thereof in writing to TPF at the ~~above listed~~~~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 ~~the~~ 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 the types and amounts of insurance necessary to cover the cost of its obligations under this Agreement, including the insurance coverages, terms, and limits set forth necessary to cover the cost of its obligations pursuant to Article 8 in Attachment F.~~ 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 ~~the~~ County with evidence of a binder proving continuation of coverage and a new certificate as ~~reasonably soon as possible~~~~promptly as reasonably practicable~~.

Commented [CAO10]: Revised to reflect the requirements of risk management and inclusion of Attachment F.

TPF shall immediately notify ~~the~~ 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's Sports and Leisure Services Director or his/her designee, Manatee County Sports and Leisure Services Athletics/Camps Manager~~ shall serve as the County's representative and ~~is~~~~are~~ authorized to ~~administer~~~~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 ~~County Administrator~~~~Sports and Leisure Services Director~~ or his or her designee.

Commented [CAO11]: Having "or" here is not legally advisable as this could create directional inconsistencies.

ARTICLE 11: ANTI-HUMAN TRAFFICKING ATTACHMENT. TPF agrees to

provide the County with a sworn affidavit signed by an officer or a representative of TPS under penalty of perjury attesting that TPF does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be in a form substantially similar to Attachment G and be provided at the time of or before TPF's execution of this Agreement.

Commented [CA012]: As previously noted, must be provided in accordance with Section 787.06(14), Florida Statutes.

ARTICLE 124: 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 132: 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~~ hereof but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 143: 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 154: 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, named windstorm, earthquake, pandemic or epidemic, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

ARTICLE 165: 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 176: 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 187: 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.

Commented [CA013]: Waiver authority rests solely with the Board.

ARTICLE 198: 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 209: 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 210: ATTORNEYS FEES AND COSTS. Except for those obligations arising under Article 8 of this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

Commented [CA014]: A carve-out has been added so the indemnification-related fee obligations remain fully enforceable.

ARTICLE 224: ENTIRE AGREEMENT. ~~—~~This Agreement and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous ~~—~~written or verbal agreements expressly and clearly incorporated ~~—~~by reference within the four corners of this Agreement. ~~—~~All interpretations shall be governed by laws of the State of Florida.

ARTICLE 232: EFFECTIVE DATE. This Agreement shall take effect as of June 2, ~~2025~~2026, notwithstanding the actual dates upon which the parties execute same.

ARTICLE 243: 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.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth in Article 2422 of this Agreement.

THE PATTERSON FOUNDATION

By: _____

Print Name: _____

Title: _____

Phone Number: _____

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

By: its Board of County Commissioners

By: _____

Chairperson ~~HAIRPERSON~~

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

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

Program Name: ~~2025~~2026 Suncoast Summer Reading Challenge (“~~2025~~2026SSRC”).

Program Duration: SSRC shall have an effective date of June 2, ~~2025~~2026, and terminate on August 8, ~~2025~~2026. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfasts and lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (West/GT Bray Location)

Dates of Summer Programming: June 2, ~~2025~~2026 – August 8, ~~2025~~2026

Days and Hours of Operation: Monday – Friday, 7:30am – 6:00pm / Programming Hours: 8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 162

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

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

Point of Contact Name: Marcus Francis and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6063

Point of Contact Email: Marcus.Francis@mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: Molly.White@mymanatee.org

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: Facebook.com/Manatee County Government

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

Sports and Leisure Services at G.T. Bray Park County's Responsibilities:

Nonprofit Summer Providers:

To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the **Provider** must:

- Offer a summer program that combines enrichment activities and academic support.
- Ensure that Certified Teachers provide academic instruction or guidance.
- Operate a program that meets at least 5 hours per day, 4 days per week (except for holiday weeks).
- Run a summer program that lasts a minimum of 6 weeks.
- Serve at least 25 children in grades PreK – 5th grade.
- Include children eligible for free and reduced-price breakfasts and lunches.

Commented [CA015]: The term "Provider" is currently undefined throughout the agreement. It is recommended that a specific definition for "Provider" be included within the relevant portion of the agreement.

Full Participation Requirements

Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
- Ensure that all staff interacting with participating children view the Suncoast Summer Reading Challenge training video.
- Receive a training video link from The Patterson Foundation's Community Outreach Engager and schedule a virtual Q&A session if needed.
- Encourage volunteer participation in the training to strengthen program delivery.

Challenge Execution and Reporting

- Programs will distribute incentives, including:
 - Silicone bracelets for each of the first 6 books read.
 - A brag tag and chain upon reading 6 books.
 - Additional brag tags for every 5 books read beyond the initial 6.
- Awarding of bracelets and brag tags will occur at least once per week at each program site.

Engagement in Learning Activities

- Each summer program is encouraged to prioritize parent and family engagement throughout the summer. Keep parents and family members informed about daily activities and special events. When possible, invite their participation. Share their child's successes with them and find opportunities to praise positive behaviors.

- The Suncoast Campaign for Grade-Level Reading will support camp-sponsored family engagement events centered around reading. The Patterson Foundation will consider contributing to the cost of refreshments for up to 3 family engagement events during the course of the summer camp. In order to secure this support, Summer providers must share their plans with their Community Outreach Engager at least 3 weeks prior to the planned event.

Commented [CA016]: There is no explanation for capitalization of the term "Summer". It is unclear why this would be a defined term and if unnecessary, it is recommended that this not be a capitalized term.

Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

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

If all conditions are met, including this signed agreement, payments from TPF to ~~Manatee County Sports and Leisure Services Department at G.T. Bray Park~~ will be as follows:

- 60% on or around May 27, ~~2025~~2026
- 40% on or around August 12, ~~2025~~2026

1. On-site Programs with at least 25 participating students*. ~~Manatee County Sports and Leisure Services Department at G.T. Bray Park~~ will receive:

- a. \$250 per week for six weeks the ~~Manatee County's G.T. Bray Park program is in session Sports and Leisure Services~~

~~Department at G.T. Bray Park program is in session.~~

~~e.b.~~ For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500

2. On-site Programs with more than 40 and less than 60 participating students*. ~~Manatee County Sports and Leisure Services Department at G.T. Bray Park~~ will receive:

- a. \$500 per week for six weeks the program is in session.
- b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000

3. On-site Programs with more than 60 participating students*. ~~Manatee County Sports and Leisure Services Department at G.T. Bray Park~~ will receive:

- a. \$750 per week for six weeks the program is in session.
- b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

Commented [CA017]: The revisions within Attachment B are included to reflect the County as the sole party to the agreement.

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

Program Name: ~~2025~~2026 Suncoast Summer Reading Challenge (“~~2025~~2026SSRC”).

Program Duration: SSRC shall have an effective date of June 2, ~~2025~~2026, and terminate on August 8, 2023. (The summer program must participate for a minimum of six weeks in order to qualify for support from The Patterson Foundation)

Program Description: The SSRC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Charlotte, DeSoto, Manatee or Sarasota Counties can participate. In order to qualify for support from The Patterson Foundation, summer programs must serve at least **25 children per week** (rising Pre-K thru rising 5th grade) from predominantly asset-limited families* must **fully participate** in the Suncoast Reading Challenge. (include children eligible for free and reduced-price breakfast and ~~lunche~~lunches). Qualifying summer programs must offer programming for at least four weeks during the summer.

Summer Location Name: Manatee County Summer Blast Camp (East Location)

Dates of Summer Programming: June 2, ~~2025~~2026 – August 8, ~~2025~~2026

Days and Hours of Operation: Monday – Thursday, 7:30am – 6:00pm / Programming Hours:
8:30am – 4:30pm

Number of Weeks camp is in Session: 10 weeks.

Number* of projected Students Per Week: 135

Address: ~~John H Marble Park @~~ 3675 53rd Ave E, Bradenton, FL 34203

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

Point of Contact Name: Marcus Francis and Amy Middleton

Point of Contact Phone Number: 941.742.5923, ext. 6063

Point of Contact Email: Marcus.Francis@mymanatee.org and Amy.Middleton@mymanatee.org

Director Name: Molly White

Director Email: ~~molly.white@mymanatee.org~~Molly.White

Director Phone Number: 941.742.5923, ext. 6007

Facebook Page Name: Facebook.com/Manatee County Government

*Must have a minimum of 25 students per week fully participating in order to qualify for funding.

Full Participation by agencies or summer locations include:

Sports and Leisure Services Department at John H Marble Park County's Responsibilities:

Nonprofit Summer Providers:

To be eligible for support from the Suncoast Campaign for Grade-Level Reading and The Patterson Foundation, the Provider must:

- Offer a summer program that combines enrichment activities and academic support.
- Ensure that Certified Teachers provide academic instruction or guidance.
- Operate a program that meets at least 5 hours per day, 4 days per week (except for holiday weeks).
- Run a summer program that lasts a minimum of 6 weeks.
- Serve at least 25 children in grades PreK – 5th grade.
- Include children eligible for free and reduced-price breakfasts and lunches.

Commented [CA018]: As noted above, the term "Provider" is currently undefined throughout the agreement. It is recommended that a specific definition for "Provider" be included within the relevant portion of the agreement.

Full Participation Requirements

Each participating summer program agrees to:

- Work with a Community Outreach Engager provided by The Patterson Foundation.
- Designate a Suncoast Summer Reading Challenge Team Leader/Contact Person who will be responsible for communicating all summer learning plans and relevant information to The Patterson Foundation.
- Ensure that all staff interacting with participating children view the Suncoast Summer Reading Challenge training video.
- Receive a training video link from The Patterson Foundation's Community Outreach Engager and schedule a virtual Q&A session if needed.
- Encourage volunteer participation in the training to strengthen program delivery.

Challenge Execution and Reporting

- Programs will distribute incentives, including:
 - Silicone bracelets for each of the first 6 books read.
 - A brag tag and chain upon reading 6 books.
 - Additional brag tags for every 5 books read beyond the initial 6.
- Awarding of bracelets and brag tags will occur at least once per week at each program site.

Engagement in Learning Activities

- Each summer program is encouraged to prioritize parent and family engagement throughout the summer. Keep parents and family members informed about daily activities and special events. When possible, invite their participation. Share their child's successes with them and find opportunities to praise positive behaviors.

- The Suncoast Campaign for Grade-Level Reading will support camp-sponsored family engagement events centered around reading. The Patterson Foundation will consider contributing to the cost of refreshments for up to 3 family engagement events during the course of the summer camp. In order to secure this support, Summer providers must share their plans with their Community Outreach Engager at least 3 weeks prior to the planned event.

Commented [CA019]: As noted above, there is no explanation for capitalization of the term "Summer". It is unclear why this would be a defined term and if unnecessary, it is recommended that this not be a capitalized term.

Each participating summer program commits to:

- Planning and implementing at least two summer learning activities per week to promote a love of reading and learning.
- Sharing a list of completed activities during learning and sharing sessions with their designated Community Outreach Engager.

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

If all conditions are met, including this signed agreement, payments from TPF to ~~Manatee County Sports and Leisure Services Department at John H Marble Park~~ will be as follows:

- 60% on or around May 27, ~~2025~~2026
 - 40% on or around August 12, ~~2025~~2026
4. On-site Programs with at least 25 participating students*. ~~Manatee County Sports and Leisure Services Department at John H Marble Park~~ will receive:
- a. \$250 per week for six weeks the ~~Manatee County's John H. Marbel Park program is in session.~~ Sports and Leisure Services ~~Department at John H Marble Park program is in session.~~
 - ~~e.b.~~ For example, a six-week program with 25 participating students would receive \$250 per week for six weeks for a total of \$1,500
5. On-site Programs with more than 40 and less than 60 participating students*. ~~Manatee County Sports and Leisure Services Department at John H Marble Park~~ will receive:
- a. \$500 per week for six weeks the program is in session.
 - b. For example, a six-week program with 55 participating students would receive \$500 per week for six weeks for a total of \$3,000
6. On-site Programs with more than 60 participating students*. ~~Manatee County Sports and Leisure Services Department at John H Marble Park~~ will receive:
- a. \$750 per week for six weeks the program is in session.
 - b. For example, a six-week program with 80 participating students would receive \$750 per week for six-weeks, for a total of \$4,500

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

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

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

Media Inquiries and Interviews

Direct all media inquiries and questions **related to The Patterson Foundation** to:
Beth Duda: 941-952-1413 or bduda@thepattersonfoundation.org

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.
2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.
3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

Other Communications & Social Media

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

ATTACHMENT F
INSURANCE REQUIREMENTS

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of TPF. TPF shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES FOR ALL AGREEMENTS/CONTRACTS:

1. ☒ **Commercial General Liability Insurance:**

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ 1,000,000 Single Limit Per Occurrence
- \$ 2,000,000 Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury Liability
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Expense, and
- \$ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

2. ☒ **Employer's Liability Insurance:**

Coverage limits of not less than:

- \$100,000 Bodily Injury by Accident {Each Accident}
- \$100,000 Bodily Injury by Disease {Each Employee}
- \$500,000 Bodily Injury by Disease {Policy Aggregate}

3. ☒ **Worker's Compensation Insurance:**

- ☐ **US Longshoremen & Harbor Workers Act Coverage**
- ☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must include US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. If claiming an exemption, an exemption certificate issued by the State of Florida must be provided. The exemption certificate is only approved for the individual named on the certificate.

OTHER INSURANCES THAT MAY BE REQUIRED:

4. ☒ **Automobile Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ 1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$ 500,000 Property Damage
- \$ 10,000 Personal Injury Protection (No Fault)
- \$ 500,000 Hired, Non-Owned Liability
- \$ 10,000 Medical Payments

This policy shall contain severability of interests' provisions.

INSURANCE REQUIREMENTS:

I. Policies shall contain, or be endorsed to contain, the following:

- a. **“Manatee County, a Political Subdivision of the State of Florida,”** shall be named as an Additional Insured in respect to liability arising out of activities performed by or on behalf of the TPF, his agents, representatives, and employees; products and completed operations of TPF; automobiles owned, leased, hired, or borrowed by the TPF, and as required per the above specific insurance requirements. The coverage(s) shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.
- b. A Certificate of Insurance shall be provided to the County and shall include the endorsement that evidences the County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- c. TPF’s insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of TPF’s insurance and shall be non-contributory.
- d. The insurance policies shall be on an occurrence form, unless specifically noted otherwise.
- e. TPF’s insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by TPF for the County.

II. Provisions applicable to all policies:

- a. Prior to the execution of an Agreement, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy’s renewal date(s) for as long as the Agreement remains in effect, TPF shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or Agreement/Contract number, and title or description) for all required coverages and evidencing the applicable coverages, as set forth above, name “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured.

In addition, when requested in writing from the County, TPF shall provide the County with a certified copy of all requested insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement
1112 Manatee Avenue West
Bradenton, FL 34205

- b. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
- c. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) to the County's procurement representative that the aggregate limit has not been eroded when supplying the Certificate of Insurance.
- d. TPF shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the County's procurement representative including solicitation number and title with all notices.
- e. TPF agrees that should at any time TPF fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement.
- f. TPF waives all subrogation rights against "Manatee County, a Political Subdivision of the State of Florida," for all losses or damages which occur during, or arise from, the Agreement, whether the suit is brought during the Agreement period or not.
- g. TPF has sole responsibility for all insurance premiums and policy deductibles.
- h. It is TPF's responsibility to ensure that his agents, representatives, and subcontractors comply with the insurance requirements set forth herein. TPF shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or TPF shall furnish separate Certificates of Insurance and endorsements naming "Manatee County, a political subdivision of the State of Florida" as an Additional Insured for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the same requirements set forth herein.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the TPF's deductible or self-insured retention and to require that it be reduced or eliminated.

III. TPF understands and agrees that the types and limits of coverages listed herein shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of the insurance coverages and/or Additional Insured status shall not be construed as a waiver of TPF's obligation to provide and maintain the insurance coverages specified.

- IV.** TPF understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- V.** The enclosed Hold Harmless Agreement shall be signed by TPF and shall become a part of the Agreement.
- VI.** No award shall be made until the Purchasing Division - Procurement has received the Certificate of Insurance, Endorsements, and signed Hold Harmless Agreement in accordance with this section.

Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

TPF shall defend, indemnify and hold harmless the County, its officers, agents, employees, volunteers, representatives, and assigns from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of TPF, its officers, employees, representatives, and/or agents' performance or non-performance of its obligations under the Agreement. TPF recognizes the broad nature of this indemnification and hold harmless clause, as well as the duty to defend the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of this indemnity, hold harmless, and indemnification contractual obligation, in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve TPF of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this exhibit of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes or waive the County's sovereign immunity to the extent applicable.

AGREEMENT NUMBER AND/OR NAME
INSURANCE AGENT
CONTRACTOR SIGNATURE
DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20____ by _____ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

identification.

Notary Signature _____

Print Name: _____

Attachment G

ANTI-HUMAN TRAFFICKING AFFIDAVIT (Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared [*insert name, i.e., John Doe*] who was sworn and says that the following information is true and correct:

1. I am the [*insert title, i.e., President and Chief Executive Officer*] of [*insert name of nongovernmental entity, i.e., ABC Corporation, a Florida corporation (Entity)*]. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

[*insert name, i.e., JOHN DOE*]

Signature

STATE OF FLORIDA
COUNTY OF [*insert county, i.e., MANATEE*]

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 20_____, by [*insert name, i.e., John Doe*], who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)