

**CITY OF ORLANDO  
FUNDING AGREEMENT FOR 2015  
WITH ZEBRA COALITION, INC.**

***THIS FUNDING AGREEMENT***, (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”), and Zebra Coalition, Inc..

**WITNESSETH THAT:**

***WHEREAS***, the City has determined that there is a public need for an anti-bullying program and that a valid public purpose in promoting a more respectful and tolerant school climate in city middle and high schools would be served by funding the program; and

***WHEREAS***, in order to serve the public need and in furtherance of the public purpose, the City has appropriated funds to be granted to the Zebra Coalition for the funding of an Outreach Coordinator, and

***WHEREAS***, the parties mutually desire to enter into this Agreement whereby The Zebra Coalition will receive the aforementioned funds of the City for the purpose of providing the position and Zebra Coalition will provide the training and programs in accordance with the terms and conditions set forth herein; and

***NOW, THEREFORE***, in consideration of the premises and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. **FUNDING; PERFORMANCE OF SERVICES.** The City plans to appropriate, for the period commencing January 5, 2014 and ending December 31, 2015, the total sum of thirty-two thousand dollars (\$32,000.00) to be administered and disbursed by the Zebra Coalition solely for funding its Outreach Coordinator position (“Funds”). Funds have been appropriated by the City. The Zebra Coalition hereby agrees to provide the training and programs in accordance with the terms and conditions set forth in this Agreement.

3. **PAYMENTS.** The City’s contribution shall be made to the Zebra Coalition in two (2) payments of sixteen thousand dollars (\$16,000.00) (the “Funds”) unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Chief Financial Officer of the City, or their designees. All payments by the City shall be contingent upon: (a) receipt and approval by the City of the progress and financial reports specified in Paragraph 4 below; (b) inclusion of the audit provisions set forth in Paragraph 7 below in any sub-recipient agreements; and (c) compliance by the Zebra Coalition with any and all requirements, terms and conditions

contained in this Agreement, including the provision of the program by the Zebra Coalition. Contingent upon all requirements having been met, the first payment of sixteen thousand dollars (\$16,000) will be disbursed on or about the 15th day of January, 2015 and the second payment of sixteen thousand dollars (\$16,000) will be made on or about July 1, 2015. Any Funds received by the Zebra Coalition which are not expended by the Zebra Coalition to provide or perform the program set forth herein during the term of the agreement, shall be repaid to the City, unless an extension of time for such expenditure is granted by the City's Director of Strategic Partnerships ("DSP") in writing.

4. **PROGRESS AND FINANCIAL REPORTING.** Zebra Coalition agrees to submit progress and financial reports on a semiannual basis to the DSP in form and content reasonably acceptable to the DSP in accordance with the schedule set forth on Exhibit "B" attached hereto and incorporated herein by this reference. At a minimum, subject to requests for additional information by the DSP, such progress reports shall include an evaluation of the program services and must indicate the number of each category of teachers, guidance counselors, faith-based leaders and after-school providers who have attended anti-bullying seminars conducted by the Zebra Outreach Coordinator. Moreover, the semiannual reports shall detail the program services provided during the period and shall identify expenditures including information on what was purchased and the amounts as well as any salary disbursements made with the Funds. A summative evaluation will be provided by January 15, 2016. Failure to comply with the requirement for submission of such reports in form and content acceptable to the DSP shall constitute grounds for termination of this Agreement and may result in the ineligibility of Zebra Coalition to receive future contributions or contracts from the City.

5. **NONDISCRIMINATION.** Zebra Coalition agrees that it shall not unlawfully discriminate in the provision of the bullying prevention training services. Zebra Coalition shall provide the program without regard to race, color, creed, sex, sexual orientation, gender identity, age, national origin, disability or marital status and in compliance with federal, state and local anti-discrimination laws. Zebra Coalition shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

6. **ACCOUNTING AND AUDIT.** If requested by the City in writing, Zebra Coalition will submit copies of any portions of its audited annual financial statements relating to the services provided in accordance with this Agreement. All such records shall be open to inspection and audit by the City during normal business hours during the term of this Agreement. Additionally, Zebra Coalition will maintain its books and records related to this Agreement and its utilization of the Funds, and the City will be entitled to audit such books and records, for a period of five (5) years from the date of the last payment under this Agreement. Any cost incurred by Zebra Coalition as a result of an audit shall be the sole responsibility of, and shall be borne by, Zebra Coalition. In addition, if Zebra Coalition provides any or all of the Funds to sub-recipients, then, and in that event, Zebra Coalition shall include in its written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City or the City's designee to the same extent as those of Zebra Coalition.

7. **TERMINATION.** This Agreement may be terminated by either party for any reason, upon providing the other party thirty (30) days prior written notice of its intent to terminate.

The parties shall be responsible for their respective obligations under the Agreement through the date of termination. Said notice shall be delivered in the manner set forth in Paragraph 18 below. The termination of this Agreement shall not relieve Zebra Coalition from any obligations under this Agreement with respect to funds paid to Zebra Coalition prior to termination and City agrees that if this Agreement is so terminated, City shall pay Zebra Coalition for all costs incurred and non-cancellable obligations it has made for implementation and delivery of the training programs for City middle school and high school personnel, including guidance counselors, teachers, after school staff and faith-based leaders through the date of the termination.

8. **INDEMNIFICATION.** Each party to this Agreement will be responsible for claims, losses, liabilities, damages, and expenses brought or asserted by non-parties to this Agreement arising out of each party's own performance or non-performance of its respective tasks, duties, and obligations that are the subject of this Agreement, and neither party will be responsible for claims, losses, liabilities, damages, and expenses brought or asserted by non-parties to this Agreement arising out of the other party's performance or non-performance of its respective tasks, duties, and obligations that are the subject of this Agreement. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and as interpreted by the Florida Supreme Court in *Florida Dept. of Natural Resources v. Garcia*, 753 So. 2d 72, 77 - 78 (Fla. 2000), and it does not alter said waiver nor extend the liability of the City party beyond the limits established in section 768.28, Florida Statutes.

In no event shall Zebra Coalition be responsible or liable for any loss, claim or damage arising out of the acts or omissions of the City or taken or made by any party at the direction of the City or its personnel.

Nothing in this Agreement shall be deemed a waiver of, or limitation of the City's sovereign immunity protections and limitations of liability pursuant to Florida law. Any indemnity or assumption of liability by the City hereunder shall be subject to the City's rights to sovereign immunity and any other limitations of liability provided the City pursuant to Florida law. In no event shall the City be responsible or liable for any loss, claim or damage arising out of the acts or omissions of Zebra Coalition or taken or made by any party at the direction of Zebra Coalition or its personnel.

9. **NO WAIVER.** Continued performance by either party after a default or violation of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor shall it be construed or act as a waiver for any subsequent default.

10. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed to by the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions contained herein.

11. **NONASSIGNABILITY.** Zebra Coalition may not assign its rights or obligations under this Agreement without the prior written consent of the City's DSP, which

assignment may be agreed to, denied, or conditioned in part or in whole as the DSP deems appropriate in her sole discretion. A successor to Zebra Coalition does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor to Zebra Coalition must receive prior approval from the DSP before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

12. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties signing hereto and neither right, nor any cause of action shall accrue to or for the benefit of any third party.

13. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended to or shall be construed as creating, or shall in any way create or establish a relationship as partners or joint venturers between the parties hereto or constitute the Zebra Coalition as the agent or representative of the City for any purpose or in any manner whatsoever.

14. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the Circuit Court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. Zebra Coalition agrees to notify the City in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against Zebra Coalition, related to the program services provided under this Agreement.

15. **CREDITS.** The Zebra Coalition will give written credit to the City as a sponsor/financial supporter in all acknowledgements, brochures, catalogues, invitations, press releases, printed materials, and all other marketing, promotions and advertising related to the Services. The form and manner of such written credit shall be mutually agreed to by the parties, however it is understood that Zebra Coalition shall not be required to incur any costs or expenses for such credit. This provision may be waived by the DSP.

16. **INSURANCE.** Zebra Coalition will have in force during the term of this Agreement all insurance policies required by law. The parties hereto acknowledge that the Zebra Coalition may be self-insured.

17. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

18. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) When hand delivered to the person hereinafter designated,
- (ii) On the date of deposit in the United States Mail, return receipt requested, or
- (iii) On the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring

signature acceptance, addressed to a party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith. The Director of Strategic Partnerships shall have full authority to send all notices related to this Agreement on behalf of the City. The parties' addresses are as follows:

City: City of Orlando  
Attention: Kathleen DeVault  
Director of Strategic Partnerships  
P.O. Box 4990  
Orlando, Florida 32802-4990

Zebra Coalition: Zebra Coalition  
911 North Mills Avenue  
Orlando, FL 32803

***Signatures on Following Pages***

***IN WITNESS WHEREOF***, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
Mayor/Pro Tem

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form and Legality,  
for the use and reliance of the  
City of Orlando, Florida only.

\_\_\_\_\_, 2014.

\_\_\_\_\_  
Chief Assistant City Attorney  
City of Orlando, Florida

**ZEBRA COALITION, INC.**

By: \_\_\_\_\_  
Executive Director

Witnessed  
by: \_\_\_\_\_

## **EXHIBIT "A"**

### **BULLYING PREVENTION PROGRAM SCOPE OF SERVICES FOR 2015**

#### **PROGRAM(S) FOR WHICH FUNDING IS REQUESTED:**

##### **1. PROGRAM/CITY RESPONSIBILITIES:**

- a. The City will fund Zebra Coalition's Outreach Coordinator position and Zebra Coalition will provide bullying prevention education training to Orlando middle school and high school guidance counselors, teachers, after school providers and faith based leaders for one year ("Program") and will coordinate with the Zebra Coalition, Holocaust Center and OCPS to ensure the effectiveness of the program;
- b. The Program shall be available to eligible personnel all middle and high schools within Orlando city limits at Orange County Public School (the "Schools");
- c. The City and Zebra Coalition agree to work with Orange County Public Schools ("OCPS") to coordinate efforts to provide for the training needs of school personnel; and

##### **2. OCPS RESPONSIBILITIES**

Zebra Coalition will work directly with the City Schools at which the training program is being offered to ensure that the OCPS schools:

- a. Provide all the necessary space and equipment for assemblies for the operation of the training at the School;
- b. Assist Zebra Coalition in its implementation of the educational curriculum for the Program to address the educational needs of the school personnel;
- c. Attend all core Program events;
- d. Obtain evaluation of the trainees' attitudes via a mutually agreed upon survey tool provided by the Zebra Coalition both before and after training implementation;
- e. Adhere to and comply with all Federal and State regulations and laws regarding safety as well as any other applicable regulations, laws, ordinances, permits, rules, policies and guidelines;
- h. Meet with the City's Program designee and the Zebra Coalition's Outreach Coordinator as mutually agreed to by the parties to discuss any problems or changes that may occur.

**3. ZEBRA COALITION RESPONSIBILITIES:**

- a. Zebra Coalition shall implement its bullying prevention training program as outlined on the attached document for one year ("Program") to personnel at each City middle and high school as well as to after school providers and faith based leaders.
- b. Zebra Coalition shall provide City with a semiannual report as outlined in Exhibit "B" attached.
- c. Zebra Coalition shall supply all required materials and instructors necessary for the implementation of the Program.
- d. Zebra Coalition shall coordinate the implementation of the Program with school administration or the guidance counselors of each School as outlined in section 2 above.
- e. Adhere to and comply with all Federal and State regulations and laws regarding safety as well as any other applicable regulations, laws ordinances, permits, rules, policies and guidelines.
- f. Meet with the City's Program designee, School representatives, and Holocaust Center representatives as mutually agreed to by the parties to discuss any problems or changes that may occur.



## EXHIBIT “B”

### SEMIANNUAL REPORT SCHEDULE

Semiannual progress and financial reports for the reporting periods indicated are due to the City’s DSP on the due date specified. Progress reports should include information on the amount of Funds expended and the Services provided to City of Orlando students with Funds in accordance with the requirements contained in Paragraph 4 of the Agreement. As required by the terms of the Funding Agreement, Zebra Coalition will provide documentation supporting expenditures associated with or related to the Funds.

<u>Reporting Period</u>	<u>Due Date</u>	
Jan. 5, 2015 to June 30, 2015	July	15, 2015
July 1 to Dec. 31, 2015	Jan.	15, 2016
Executive Summary	Jan.	15, 2016

Reports may be sent by regular mail, e-mail or fax to:

City of Orlando

ATTN: Kathleen DeVault

P. O. Box 4990

Orlando, Florida 32802-4990

E-MAIL: [kathleen.devault@cityoforlando.net](mailto:kathleen.devault@cityoforlando.net)

FAX: (407) 246-2848

Zebra Coalition acknowledges and understands that the semiannual reports required by this Agreement are a material provision of the Agreement and that the failure of the Holocaust to submit a semiannual report when due shall constitute grounds by the City, in its discretion and in addition to any other right or remedy available to the City, to refuse to make any additional disbursements of Funds to Zebra Coalition until such report is filed in form and content acceptable to the City.