



Interoffice Memorandum

AGENDA ITEM

April 22, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Yolanda G. Martínez, EdPhD., PhD., Director
Health Services Department

A handwritten signature in black ink, appearing to be "Yolanda G. Martínez", written over the "THRU" line.

FROM: Thomas V. Hall, Director
Drug Free Office
Contact: (407) 836-7319

SUBJECT: Partnership agreement between the Orange County Government Drug-Free Office and the Zebra Coalition®, Inc.
Consent Agenda – May 5, 2020

The Health Services Department is requesting approval and execution of a partnership agreement between the Zebra Coalition and the Orange County Drug-Free Office. The purpose of the partnership agreement is to build and sustain collaborative efforts between the Drug-Free Office and the Zebra Coalition. The focus of this partnership is to improve substance misuse prevention services provided to lesbian, gay, bisexual and transgender (LGBT+) youth, in the Central Florida region. The Drug-Free Office will work with the Zebra Coalition to implement strategies to achieve community change in substance use among LGBT+ youth.

ACTION REQUESTED: Approval and execution of Zebra Coalition® Collaborative Partnership Agreement between Orange County and the Zebra Coalition®, Inc. **(Drug Free Office)**

Attachment

C: Danny Banks, Deputy County Administrator, County Administrator's Office
John Goodrich, Deputy Director, Health Services Department



Sector	Primary Contact Name	Organization Name
<i>Other Organization Involved in Reducing Substance Abuse</i>	<i>Dr. Thomas Hall</i>	<i>Orange County, Florida (the "Partner")</i>
Rationale for Selection		
Reinforces positive alternative activities to help replace the high-risk behaviors of LGBT youth. An effective complement to Zebra Coalition services.		

ZEBRA COALITION® COLLABORATIVE PARTNERSHIP AGREEMENT

PURPOSE

The purpose of the Collaborative Partnership (“Coalition”) is to build and sustain collaborative efforts among organizations with a focus on improving the services provided to lesbian, gay, bisexual and transgender (LGBT+) youth, primarily in the Central Florida region.

MANAGEMENT

Zebra Coalition® Inc. (“Zebra, Inc.”) is a 501(c)(3) nonprofit organization that operates and manages the Coalition. It is solely responsible for its own day-to-day operations including, but not limited to, establishing, evaluating and revising its mission, directing and overseeing the Zebra, Inc. staff and volunteers working on its activities and programs, and undertaking all other lawful activities consistent with its mission.

ELIGIBILITY

The Coalition, is open to organizations who actively work to create and sustain programs that directly support LGBT+ youth, primarily in (but not limited to) the Central Florida region. Any such organization who wishes to become a member of the Coalition (“Partner”) shall be approved by Zebra, Inc. No organization has a right to be a partner in the Coalition and any organization may be denied or Partner terminated in the sole discretion of Zebra, Inc.

RESPONSIBILITIES

Coalition Partner responsibilities include:

1. Attending quarterly meetings and the annual strategic planning meeting;
2. Participating in designated committee meetings;
3. Attending coalition sponsored training, seminars, and community-wide events;



4. Ensuring clear communication among and between Partners and the Coalition;
5. Participating in the implementation of multiple strategies across multiple sectors to achieve community change;
6. Working toward creating population-level change as evidenced by four core measures (past 30-day substance use, perception of risk, perception of peer disapproval and perception of parent disapproval)
7. Participating in assessing and analyzing root causes of substance abuse problems in the community;
8. Participating in ongoing Logic Model development and strategic planning processes;
9. Advocating on issues to improve services for LGBT+ youth; and
10. Respecting the rights of other Partners to hold their own opinions and beliefs.

REPRESENTATION ON THE BOARD OF DIRECTORS

During the term of the Agreement, each Partner organization is entitled to cast one vote to elect a “Partner Representative” to serve on the Board of Directors of Zebra, Inc. The Partner Representative must be an employee, volunteer and/or officer of a current Partner organization at the time of the election and throughout his or her tenure as a member of the Zebra, Inc. Board of Directors. The vote will be held no less than annually and the Partner Representative will be selected by a majority of the votes cast.

The Partner Representative elected pursuant to these procedures shall have all of the rights and responsibilities of Zebra, Inc. board membership except that he or she shall not hold the position of President, Vice President or Treasurer and the term of such board member shall be one year, which may be renewed by the voting procedures described above for up to three (3) terms. The

Partner Representative will also be exempt from provisions that require board members to provide direct financial support to the Zebra, Inc. All other provisions governing the Board of Directors as contained in the Bylaws and other policies of the Zebra, Inc. including, but not limited to, attendance at board meetings and retreats, committee participation, and provisions regarding voting and removal will apply.

USE OF TRADEMARKS

Coalition Partners are encouraged, but not obligated, to reference their association with the Coalition in their marketing materials and communications. To the extent that the Partner chooses to use any trademark associated with the Coalition, as referenced in [Exhibit A](#), the Partner agrees to enter into a trademark license agreement with Zebra, Inc. in a form acceptable to the Zebra, Inc. Marketing materials and communications of Partners that contain trademarks associated with the Zebra Coalition® must be approved by Zebra, Inc. in advance of use.



USE OF ZEBRA COALITION HOUSE

Coalition Partners are encouraged, but not obligated, to utilize the Zebra Coalition House located at 911 North Mills Avenue, Orlando, Florida, 32803, in connection with fulfilling the mission of the Coalition. To the extent that the Partner chooses to utilize the Zebra Coalition House, the Partner may be required to enter into a Zebra Coalition House Use Agreement with Zebra, Inc. Use of the Zebra Coalition House may be limited by local laws, ordinances, or the Zebra Coalition House Policies and Procedures Manual; any use of the House must be in strict compliance with such requirements and permitted uses. Use of the Zebra Coalition House by the Partner is subject to approval by Zebra, Inc. and may be terminated in the discretion of Zebra, Inc. without advance notice to the Partner.

THIRD-PARTY COMMUNICATIONS

Zebra, Inc. and the Partner agree that they will obtain written approval from each other prior to distributing any communications to third parties, such as press releases, in which both the Zebra Coalition® and the Partner are referenced. This approval shall not apply to any third party communications whereby Zebra, Inc. references the Partner only as a Partner of the Zebra Coalition.® The foregoing notwithstanding, Zebra, Inc., acknowledges that the Partner is a political subdivision of the State of Florida and, as such, is subject to the public records provisions of Chapter 119, Florida Statutes.

Each Partner agrees that it will not seek funding in the name of or for the benefit of the Zebra Coalition® without the written approval of Zebra, Inc. and that all funds received for the benefit of the Zebra Coalition® remain the property of Zebra Inc.

Each party agrees that it shall not disparage the other party during the Term of or following termination of this Agreement.

CONFIDENTIALITY

The Partner agrees and acknowledges that it may be provided with or become aware of non-public, proprietary or confidential information of a Partner during the Term of this Agreement and it agrees to maintain the confidentiality of such information and to use such information only for the purposes contemplated by this Agreement. The parties to this Agreement agree that they



shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities or the mission of Zebra, Inc., except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian. The foregoing notwithstanding, Zebra, Inc., acknowledges that the Partner is a political subdivision of the State of Florida and, as such, is subject to the public records provisions of Chapter 119, Florida Statutes.

ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and their assigns. No party may assign either this Agreement or any of its rights, obligations or interests hereunder without the prior written consent of the other party; provided, however, that Zebra, Inc. may assign this Agreement and its rights, obligations and interests hereunder to a successor to the business or operations of Zebra, Inc. provided that the mission and objectives of such successor are consistent with those of the Coalition.

AMENDMENT

An original agreement does not require notarization. The original agreement may be amended by mutual consent of both parties; however, such amended agreements must be in writing and signed by both parties.

GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely within the State of Florida.

NOTICE

Notice under this Agreement shall be in writing unless oral notice is reasonable under the circumstances. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by U.S. mail, (c) by email or (d) by a commercial overnight courier properly addressed to:

For Zebra Coalition® Inc.:

Name: Heather Wilkie, Executive Director
Address: 911 North Mills Avenue, Orlando, Florida 32803
Email: hwilkie@zebrayouth.org
Telephone: 407-228-1446



For Partner:

Dr. Thomas Hall
Name

Orange County Drug Free Coalition
Organization

109 E. Church Street, 4th Floor | Suite 405, Orlando, FL 32801
Address

Thomas.Hall2@ocfl.net
Email

407-836-7335
Phone

TERMINATION OF PARTNER MEMBERSHIP

Termination of the Partnership may occur at any time with thirty days (30) written notice (either email or USPS) by either party for any reason. This Agreement supersedes any previous Zebra Coalition® involvement or partnership agreement entered into by the parties.

By signing, each warrants that she or he is authorized to sign on behalf of the Partner represented.

ZEBRA COALITION, INC.

INSERT PARTNER'S NAME

By: Heather Wilkie
Zebra Coalition, Inc. Representative's Signature

By: Burton W. Brooks
Partner's Representative's Signature

Heather Wilkie
Name (Please Print)

Burton W. Brooks
Name (Please Print)

Executive Director
Title (Please Print)

County Administrator
Title (Please Print)


6/12/2020
Date

MAY 05 2020
Date





EXHIBIT "A"
TRADEMARKS

MARK	REGISTRATION NO./SERIAL NO.	REGISTRATION DATE
	4,077,938	December 27, 2011
ZEBRA COALITION	4,167,473	July 3, 2012
ZEBRA FOUNDATION FOR YOUTH	4,180,111	July 24, 2012