



**AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND BIG BROTHERS
BIG SISTERS OF BROWARD**

THIS AGREEMENT is made and entered into as of this _____ day of September, 2019, by and between **CITY OF COCONUT CREEK, FLORIDA**, (hereinafter referred to as "**CITY**"), a municipal corporation whose principal place of business is 4800 West Copans Road, Coconut Creek, Florida 33063 and **BIG BROTHERS BIG SISTERS OF BROWARD**, (hereinafter referred to as "**AGENCY**") a registered nonprofit corporation.

WHEREAS, Agency is an affiliate of the Big Brothers Big Sisters organization ("**BBBS**"), which provides youth facing adversity with strong and enduring, professionally supported one-to-one relationships that change their lives for the better, forever, by partnering with parents/guardians, volunteers and others in the community.

WHEREAS, the Bigs in Blue program is focused on building relationships between law enforcement and the communities they serve. The program provides each child with a one-to-one mentoring relationship with a law enforcement officer and in so doing, builds a bridge between the community and law enforcement.

WHEREAS, the Coconut Creek Police Department seeks to enter into a partnership with Agency to establish a Bigs in Blue Program in City of Coconut Creek, Florida.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1: AGENCY ROLES AND RESPONSIBILITIES

- A. Agency will engage and support CCPD volunteers in providing quality one-to-one mentoring services to children facing adversity in a manner that aligns with the Bigs in Blue program as follows:
1. Provide recruitment staff to assist with the recruitment of CCPD volunteers.
 2. Attend roll call meetings or other meetings to present and explain the Bigs In Blue program and recruit prospective mentors.
 3. Obtain parent/guardian written consent for student participation in the Bigs in Blue program.
 4. Provide designated professional staff who will interview and match CCPD

volunteer mentors and students, and pair vetted volunteers with students based on common interests and needs.

5. Orient and train volunteer CCPD mentors and provide them with ongoing support and follow up from professional staff regarding mentored students' needs and program progress. Based on students' needs assessments, develop and monitor progress of an individual match plan that addresses academic and school adjustment needs.
6. Maintain confidential student and volunteer files.
7. Collect annual metrics and outcomes related to the Bigs in Blue program to assess program impact.
8. Meet with CCPD liaison and Broward and/or representative as needed to discuss the Bigs in Blue program and coordinate efforts.
9. Promote and market the partnership in a mutually beneficial capacity throughout the community, highlighting CCPD's involvement in the BBBS program through annual reports, social media, BBBS website, press releases, etc.

SECTION 2: COCONUT CREEK POLICE ROLES AND RESPONSIBILITIES

- A. The Coconut Creek PD will support and engage in the Bigs in Blue program as follows:
 1. Promote participation in the Bigs in Blue program among Coconut Creek PD law-enforcement officers and new recruits.
 2. Assist in providing Coconut Creek officers to volunteer for the Bigs in Blue program who will commit to one-on-one mentoring a minimum of one hour per week.
 3. Commit to at least two academic years of mentoring with a goal of 10 Coconut Creek officers serving as mentors.
 4. Agree to Agency matching procedures and processes and participation policies and requirements.
 5. Promote and market the partnership in a mutually beneficial capacity throughout the community.
 6. Engage in Agency community events as appropriate.

SECTION 3: MUTUAL DUTIES

3.1 Licenses. The Parties grant each other a non-exclusive, royalty-free, and fully-revocable license to use trademarks, service marks, logos, and materials created prior to or for the purpose of this Agreement, for purposes consistent with this Agreement.

3.2 Approvals. Any marketing and communications using both Parties' names, marks, and/or logos shall be approved in advance by both Parties.

SECTION 4: SPECIAL CONDITIONS

4.1 Terms. Unless terminated earlier, this Agreement shall commence on ____ September ____ and conclude on September ____, 2021. Unless otherwise agreed by the parties in writing. The partnership may continue in subsequent years, pursuant to the terms and commitments as may be determined and agreed upon by the Parties.

4.2 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar day's written notice to the other party of its desire to terminate this Agreement.

4.3 Rights upon Termination. Upon termination for any reason, neither Party shall continue using the other Party's trademarks, service marks or logos or other intellectual property, except as specified herein. Each Party may continue to use the materials created for purposes of the Agreement in accordance with Section 3.

SECTION 5: NOTICE

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to:

For CITY: City Manager
 City of Coconut Creek
 4800 Copans Road
 Coconut Creek, FL 33063
 Tel. (954) 973-6720

For BBBS: Ann Cedeno
 President and CEO
 4101 Ravenswood Road, Suite 202
 Fort Lauderdale, FL 33312
 Tel. (954) 584-9990
 Email: anac@bbbsbroward.org

SECTION 6: INDEMNIFICATION

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by the **CITY** or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

SECTION 7: INDEPENDENT CONTRACTOR

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

SECTION 8: ENTIRETY OF THE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 9: AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

SECTION 10: COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

SECTION 11: GOVERNING LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

SECTION 12: FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

SECTION 13: AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

For: City of Coconut Creek, Florida

By: _____
Karen Brooks, City Manager

Date: _____

Approved as to Legal Sufficiency and Form:

ATTEST:

By: _____
Leslie Wallace May, City Clerk

Date: _____

By: _____
Terrill C. Pyburn, City Attorney

Date: _____

For: Big Brothers Big Sisters

Name: Ana Cedeno

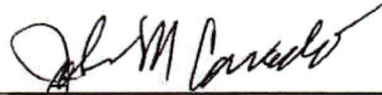
Title: President & CEO

Name: John Corrado

Title: Board Chair

Signature:  _____

Date: September 24, 2019

Signature:  _____

Date: September 24, 2019