RESOLUTION NO. 2017-356

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHN'S COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN ST. JOHN'S COUNTY AND THE BIG BROTHERS BIG SISTERS OF ST. JOHN'S COUNTY TO PROVIDE LONG TERM ONE-TO-ONE MENTORING SERVICES TO YOUTH FACING ADVERSITY ENROLLED IN THE PARKS AND RECREATION DEPARTMENT PROGRAMS.

WHEREAS, Big Brothers Big Sisters of St. Johns County (BBBS) seeks to enter into a Memorandum of Understanding (MOU) with the County to provide mentoring to eligible local children participating in programs facilitated the Parks and Recreation Department programs in BBBS mentoring program; and

WHEREAS, the County has reviewed the provisions of the proposed MOU, and determined that entering into the MOU with BBBS best serves the interests of the County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners ("Board") authorizes the County Administrator, or designee, to execute a MOU with BBBS, in substantially the same form and format as attached hereto, on behalf of the County, to provide mentoring for local children participating in programs facilitated by the Parks and Recreation Department.

Section 3. To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of November 2017.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHN'S COUNTY, FLORIDA

JAMES K. JOHNS, CHAIR

ATTEST: HUNTER S. CONRAD, CLERK

By: ___________________________
DEPUTY CLERK

RENDITION DATE 11/9/17
Memorandum of Understanding

Site-Based Mentoring Program

Introduction

This is a Memorandum of Understanding (MOU) between Big Brothers Big Sisters of St. Johns County (BBBS) and St. Johns County. BBBS serves youth facing adversity by providing long-term one-to-one mentoring services. The positive adult volunteers help children achieve educational success, develop positive attitudes and competencies, and avoid risky and delinquent behaviors.

Purpose

The purpose of this MOU is to formalize the continued partnership between BBBS and the County’s after school program to promote collaboration in order to increase scholastic success and other positive socio-emotional outcomes in youth.

Site-Based Mentoring Program Description

BBBS’s evidenced-based one-to-one mentoring program produces overwhelmingly positive effects on children by developing improved attitudes toward school, achieving higher grades and improving relationships with adults and peers.

Site-based mentors help children improve in school as well as fostering friendships, providing guidance and inspiring them to reach their potential. Activities are not limited to academics and may include shooting hoops, playing games or talking about family as the focus is on the child’s overall well-being.

Youth Eligible for BBBS

Youth eligible for the program are those who could benefit from one-to-one mentoring. Children must be in first through fifth grade and have the capacity to develop a healthy relationship with an adult mentor. Children with severe behavior or mental health disorders would not be appropriate. Parents/guardians must give consent and the child should have a desire to participate in the program. Basically, any child in need of a friend and one-on-one support is appropriate. Factors may include, but are not limited to:

- Academic failure (below grade level, not working to potential, not completing assignments)
- Retention
- Family issues (divorce, chaotic home life, death of a parent)
- Incarcerated parents
- Low commitment to school
- Lack of self-confidence
• Poor behavior
• Lonely or withdrawn
• Being bullied or exhibiting bullying behaviors
• Poor social or communication skills

Roles and Responsibilities

BBBS agrees to:

1. Work collaboratively with the County to provide caring adults in the lives of young people participating in County sponsored after school programs in order to promote positive development.
2. Assign a program coordinator for the site-based mentoring program. This person will participate in program-related training, coordinate the program and complete outcome evaluations.
3. Recruit, screen, select, orient and train adult volunteers to serve as Big Brothers and Big Sisters. BBBS shall be responsible for ensuring that volunteers comply with all requirements for St. Johns County volunteers, including submitting to and passing a local and FBI level II background check.
4. Conduct an assessment for each youth enrolled in the program. Based on the information obtained, the program coordinator will identify and document the type of volunteer and match activities that can best promote youth development.
5. Match volunteers with youth on a one-to-one basis. Maintain and support matches for the duration of the program.
6. Coordinate a match meeting at the school with the youth and volunteer. Parents/guardians will be notified once a match is made and invited to participate in the match introduction meeting.
7. Approve a schedule, Youth Outcomes Development Plan and initial activities plan for the first month.
8. Make monthly supervision contacts with the volunteer and the youth to assure that the relationship is developing in a productive and satisfying direction for both the adult and the youth.
9. Consult with site personnel and assist volunteers and youth in planning activities that promote scholastic success, self-confidence and positive match relationships.
10. Implement the BBBS Outcome Evaluation system (Youth Outcome Survey and Strength of Relationship Survey).
11. Subject to the provisions of Florida’s Public Records Act, maintain confidential and accurate records on all matches per BBBS standards of practice.
12. Provide and promote a safe environment for all participants, including but not limited to, reporting of unusual incidents where safety of child may be threatened.
13. Indemnify, defend, and hold St. Johns County harmless from and against any claim and reasonable costs associated with this MOU.

St. Johns County agrees to:

1. Work collaboratively with BBBS to provide caring adults in the lives of students to promote positive youth development.
2. Assign a site liaison.
3. Refer a minimum of 5 new and/or continuing students who meet eligibility requirements and obtain the necessary parental consent for participation in the program.
4. Facilitate availability of students for one consecutive hour each week after school.
5. Identify space within the facility for visiting between the matches to share concerns and triumphs, review homework or take part in educational and recreational activities.
6. Maintain consistent communication with BBBS and consult with BBBS staff to resolve issues and overcome obstacles.
7. Not restrict students from meeting with their mentors due to behavior issues, problems in school, etc. as BBBS has found that restriction from seeing a mentor as a form of punishment or discipline negatively affects the match relationship.
8. Cooperate and provide all information needed for enrollment (i.e. site referrals) and program evaluations (i.e. report cards, behavioral evaluations, teacher feedback, etc.) to the program coordinator.

Big Brothers Big Sisters of St. Johns County and St. Johns County Parks and Recreation Department shall hold all information confidential regarding program participants and shall only release such information with signed parental consent or in compliance Florida's Public Records Act.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and materials associated with this agreement shall be subject to the applicable provisions of Florida’s public records law. Access to such records may not be blocked, thwarted, or hindered by placing the records in the possession of an unaffiliated third party.

Insurance Requirements

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. BBBS shall furnish proof of Insurance to St. Johns County prior to the commencement of the MOU. The Certificate(s) shall clearly indicate BBBS has obtained insurance of the type, amount, and classification as required by the MOU and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to St. Johns County. Certificates shall specifically include St. Johns County as Additional Insured for all lines of coverage except Workers’ Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve BBBS of its liability and obligations under this MOU.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

Policy Option 1 – General Liability with Non-Exclusion Clause for Sexual Abuse and Molestation with minimum limits of:

$3,000,000 General Aggregate
$1,000,000 Each Occurrence
$1,000,000 Personal Injury
$5,000 Medical Payments
Policy Option 2- General Liability with a Separate Sexual Abuse and Molestation Policy with minimum limits of:

$3,000,000 General Aggregate
$1,000,000 Each Occurrence
$1,000,000 Personal Injury
$5,000 Medical Payments

Sexual Abuse and Molestation policy with minimum limits of:

$1,000,000 Aggregate
$1,000,000 Each Incident

Should BBBS provide volunteers at the Ketterlinus Gymnasium then the St. Johns County School District must also be named as additional insured with the same limits as listed above.

School Board Endorsement: St. Johns County School Board
40 Orange Street
St. Augustine, Florida 32084

If any part of this MOU is declared invalid for any reason, such part shall be severable, and the remainder of this MOU shall remain in effect.

The provisions of this MOU shall be governed by Florida law. Venue for any legal or administrative action arising under this MOU shall lie exclusively in St. Johns County.

In witness whereof, the below signatories agree to contribute the above responsibilities to this program. This MOU may be renewed for up to three consecutive one-year terms upon agreement of both parties. BBBS shall submit its renewal request to the County in writing no later than 30 days prior to the termination of this MOU. It is expressly noted that the County is under no obligation to renew this MOU. Rather, this renewal option shall be based on as determination by the County that BBBS has satisfactorily performed the services noted in this MOU.

__________________________  _______________________
Patricia Greenough, Chief Executive Officer     Date
BBBS of St. Johns County

__________________________  _______________________
St. Johns County Representative        Date