

**Memorandum of Understanding
Mentor Rhode Island: the RI Mentoring Partnership and
the City of Central Falls Juvenile Hearing Board**

Section 1

This Memorandum of Understanding is entered into as of April 22, 2019 by and among MENTOR RI and the City of Central Falls Juvenile Hearing Board (the Parties to this agreement) in order to enact the work encompassed by the grant proposal to the OJDDP.

Section 2

If funding is awarded, the Parties agree to work collaboratively to enact an enhanced model of mentoring that will increase the quality of mentoring services for youth referred to the City of Central Falls Juvenile Hearing Board on matters related to truancy and other minor offenses. At this time, they wish to bind the participants to a specific process that will further elaborate the collective strategy and to define their mutual obligations within the process.

The parties agree to commit to the percentage of time that they proposed within the budget narrative for planning and execution of the scope of work required by the grant.

Section 3: Purposes

The purposes of this MOU are:

1. To clearly define the purposes of the new model;
2. To define the process by which the new network will be designed and established;
3. To set target dates for completion of various aspects of the grant responsibilities;
4. To govern the conduct of the Parties during the grant period.

Section 4: Expiration and extension

This MOU will expire upon completion of the grant period unless the Parties mutually agree to extend the term of this MOU in writing.

Section 5: Agreements reached to date

1. MENTOR RI will act as the fiscal agent for the OJDDP grant.
2. The legitimate and agreed upon expenses of the process will be paid by MENTOR RI as defined in the scope of work and project budget. Each party shall pay its own expenses relating to grant funded activities, and no party shall be liable in whole or in part, for expenses incurred by any other party, whether on its behalf

or on behalf of the group. There are no new or additional expenses anticipated to be paid by the Juvenile Hearing Board as a result of this partnership.

3. The parties will designate a named representative (and alternate if desired) by providing notice by the CEO in writing of the designation of a named representative to MENTOR RI.
4. The named representatives of the parties will participate in ongoing discussion and meetings concerning program implementation.
5. It is agreed that the following will govern closure on the final agreement: The Board of Directors, CEO or named representative of each entity as each shall consider the recommendation to participate and either reject or accept participation, conditioned on negotiation of an acceptable definitive agreement. If one or more parties withdraw, it is understood that the remaining parties have the right to continue to pursue the work of the grant, allocating the remaining funds and choosing additional parties as they see fit so that the scope of work is completed.

Section 6. Obligations of the lead agency

1. To design and clearly define an enhanced model of mentoring that meets the guidelines of the OJJDP funding.
2. To act as the lead point of contact between the OJJDP and all the organizations participating in this grant.
3. To develop and provide curriculum needed to implement the enhanced mentoring model.
4. To clearly identify staff that will serve as project management and will be the key contacts.
5. To work with the City of Central Falls Juvenile Hearing Board to determine which outcomes will be tracked, to collate those outcomes from the lead agency, and use said outcomes to file all necessary reports with OJJDP.
6. To serve as the primary fiscal agent and disperse grant funding according to the proposed grant budget.

Section 7. Obligations of the Partner

1. To identify and assign a project liaison to provide feedback in the overall program management and identification of youth referred to the City of Central Falls Juvenile Hearing Board who would most benefit from mentoring.
2. To assist the lead agency in any grant reporting required by OJJDP.
3. To participate in any events associated with the promotion, or execution, of the grant (i.e. an initial press conference announcing the grant funding).

4. Grant funding will not be used for refreshments or other prohibited expenses as outlined by OJJDP guidelines.

Section 8. Roles, Responsibilities and Levels of Effort by Parties

1. The lead agency agrees that no less than 10% of its total agency effort shall be committed to the work encompassed by the grant proposal.
2. The partner agrees to work in collaboration with the lead agency to make appropriate referrals for mentoring.
3. The lead agency agrees to convene a project management roundtable to ensure that collaboration between and among partner agencies is achieved throughout the grant period.
 - a. The project management roundtable will meet virtually, or in-person, at a regular interval as determined by the lead agency.
 - b. The project management roundtable will address the main aspects of programming under the grant, including
 - i. Mentor recruitment strategies
 - ii. Effectively reaching the target Mentee population
 - iii. Mentor Training
 - iv. Strategies for continued match support
 - v. Ensuring effective match closure
 - vi. Evaluation and data collection
4. Partners agree to assign staff or volunteer to attend project management roundtable meetings.

Section 9. Conditions of Conduct

1. Internal and public announcements
 - a. The Parties agree on the appointment of an official spokesperson who will handle all press inquiries about the grant.
2. Confidentiality

It is recognized that during the course of discussions and during the process of partner assessment, should this occur, the parties may elect to exchange information that may be sensitive or proprietary. The parties agree to the following rules of conduct relative to the confidentiality of the materials exchanged.

- a. Each party recognizes that failure to adhere to the confidentiality agreements may result in damage to one or more of the other parties.
- b. None of the exchanged materials will be used to the detriment of any party and all who have access to the materials will be instructed as to their confidential nature.
- c. Each party agrees to inform the others if the exchanged materials are subpoenaed or if asked to give a deposition as to their content.
- d. All materials will be returned to their owners and no copies will be kept.

- e. The parties agree to exempt each other from any liability for any inadvertent inaccuracies in their exchanged materials.
- f. Information that becomes generally available to the public by another means is exempt from these provisions.

3. Decision making model

During deliberations of any group of representatives of the Parties, it is agreed that reaching decisions by consensus is preferred.

4. Intractable disputes

In the event of a dispute among the Parties, the Parties agree to work collaboratively and with goodwill to solve the problem. If the conflict cannot be resolved by further discussion, the Parties agree to use a mediator to assist in resolving the issue.

Section 10. Survival

Section 9.4 concerning confidentiality will survive this MOU in perpetuity.

Section 11. Counterparts

This MOU may be executed in multiple counterparts each of which will be seen as an original.

Section 12. Governing Law

This MOU will be governed and construed by the laws of the State of Rhode Island.

Section 13. Signature and Title

 _____
Signature Title Mayor

Signature Title