

RESOLUTION NO. 3288

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH CAL RIPKEN SR. FOUNDATION FOR A STEM LAB DONATION TO THE NEWTON STREET COMMUNITY CENTER.

WHEREAS, The Housing & Community Development Department's Community Relations Division applied for a private grant through the Cal Ripken, Sr. Foundation for the donation of a STEM Lab for the Newton Street Community Center and it was approved by the Foundation.

WHEREAS, We recognize that in communities of need, children often have limited opportunities and exposure to various resources that allow them to grow and thrive.

WHEREAS, Access to STEM educational opportunities is critically necessary to expose children at an early age to this type of training in a safe environment that allows for growth and creativity.

WHEREAS, Access to such resources will aid in the process of widening their educational and occupational opportunities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury hereby authorizes the Mayor to sign this Memorandum of Agreement with the Cal Ripken, Sr. Foundation to accept the donation, installation, and training of staff for a STEM Lab at the Newton Street Community Center.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 23rd day of October 2023, and is to become effective immediately upon adoption.

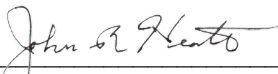


Kimberly R. Nichols, City Clerk



April R. Jackson, City Council President

Approved by me, this 24th day of October, 2023.



John R. Heath, Acting Mayor



MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA") is made as of **October 9, 2023** by and between **CAL RIPKEN, SR. FOUNDATION, INC. (CRSF)**, and the **CITY OF SALISBURY**.

I. Overview of MOA:

The purpose of this MOA is to outline the **CITY OF SALISBURY**'s interest in building and maintaining a STEM center at the Newton Street Community Center with the assistance of CRSF. This MOA outlines the general terms under which CRSF will support the **CITY OF SALISBURY** with its endeavor.

II. MOA Terms:

The CRSF and **CITY OF SALISBURY** desire, in addition to other subsequent and mutually agreeable terms and conditions, to the following:

The CITY OF SALISBURY will:

1. **YOUTH SERVED:** Ensure youth participating in program activities are connected with positive adult mentors.
2. **PROGRESS REPORTS:** Submit two program progress reports to the CRSF: one by January 31st, 2024 to include the number of youth and mentors that utilized the STEM Center and an end of year report outlining the STEM Center by June 15th, 2024. This report will be completed via a virtual survey and will be sent out by CRSF.
3. **USE OF EQUIPMENT:** Agree that all equipment provided by CRSF will be used for its intended purpose. A detailed listing of the equipment provided is attached.
4. **TERM OF AGREEMENT:** To be eligible to receive the STEM Center and provided equipment, the **CITY OF SALISBURY** is acknowledging a 15-year term of this MOA from the date of signature on this Agreement. This commitment is essential in ensuring the center's stability, continuity, and the ability to foster significant advancements in science, technology, engineering, and mathematics. The term shall commence on the date that the STEM Center is completed and shall end at midnight on the fifteenth (15th) anniversary of the date of Completion.
5. **CHILD PROTECTION/BACKGROUND CHECKS:** Certify that it has appropriate criminal background screening procedures in place, to the extent permitted by state, local, and federal law, to evaluate any employee, contractor, or volunteer working under this award that is expected to have direct substantial contact with minor children. Direct substantial contact is defined as contact that is regular, continuous, and personal in nature.

Specifically, through your signature, the CITY OF SALISBURY certifies that while this MOA is in place:

(Please initial)

- ___ a) All employees, interns, volunteers, coaches, mentors, and anyone working directly with children in a CRSF sponsored or supported program have successfully submitted and passed a national background check.
- ___ b) All background checks are conducted annually, for as long as your organization remains an external partner of CRSF.
- ___ c) All background checks resulting in a reported finding of sexual abuse or molestation will result in that individual being permanently banned from working or volunteering with the CRSF.
- ___ d) All employees, interns, and volunteers have been provided with and have read the CRSF polices related to child protection and have viewed all the CRSF Child Protection Training Videos (as made available CRSF).
- ___ e) It has a thorough understanding of state/local laws governing the organization, specifically those related to child abuse, and has appointed a Compliance Officer to properly respond to any incident or allegation of child abuse, which shall be reported immediately upon discovery to local child welfare agency and/or law enforcement.
- ___ f) It will immediately report any incident or allegation of child abuse to the National Center for Missing and Exploited Children's Cyber TipLine (www.missingkids.org or 1-800-THE-LOST) and will post guidelines for reporting of incidents in a public location at its facilities.
- ___ g) Your organization agrees to ensure program staff register and view CRSF training material as provided on CRSFPortal.org.
- ___ h) Your organization agrees to ensure organizational leadership (Executive Director, VP, etc.) register and view materials related to Child Protection Policy, as available on CRSFPortal.org

9. **PUBLICITY AND USE OF LOGO:** Your organization agrees to actively work with local media, community partners, and CRSF staff to promote program activities and events, following guidelines and press releases as directed by the Cal Ripken, Sr. Foundation. Use of the CRSF or Ripken name (including name, likeness and logo) is prohibited without prior written consent of the CRSF.

III. AGREEMENT:

Upon execution by the parties of this MOA, the following shall be applicable:

This Agreement and attached Exhibits contain the entire understanding between the parties with respect to the subject matter set forth in this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

If the foregoing meets with your approval, please sign this MOA as provided below, and the duplicate original enclosed herewith, and return the duplicate to our attention whereupon this shall constitute the understanding between the parties in accordance with the terms and provisions set forth above.

WITNESS WHEREOF, with the intent to be legally bound hereby, the parties agree as set forth above.

CAL RIPKEN, SR. FOUNDATION, INC.

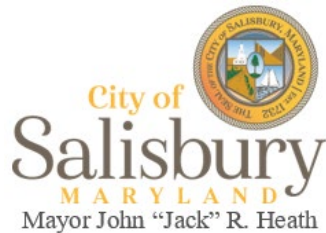
By: _____

_____ Date

CITY OF SALISBURY, Mayor John R. Heath

By: _____

_____ Date



To: Salisbury City Council

CC: Kim Nichols, Julie English, Michael Tomlinson, Rachel Manning, Keith Cordrey

From: Muir Boda, Director of Housing & Community Development

Subject: Resolution for a Memorandum of Agreement with Cal Ripken Sr. Foundation for Stem Lab

Date: October 20, 2023

Council,

As discussed in a prior memo with the budget amendment in Ordinance No. 2833, we were waiting for an MOU from the Cal Ripken Sr. Foundation (CRSF) to install a STEM Lab at the Newton St. Community Center. We are receiving both the Elementary School Stem Lab and the Middle School Stem Lab. In addition, CRSF will install, train our staff, and provide programming guides for staff.

This is an incredible opportunity for us to expose children and youth at an early age to STEM opportunities within our community centers. The mission of the CRSF and this program fits perfectly within our mission, purpose, and values as a city, and the core reason we have community centers. We are grateful to the Boys & Girls Club for connecting us to CRSF for this opportunity.

If Council has any questions or concerns, please feel to reach out.

Muir Boda
Director HCDD



Housing & Community Development Department
207 W. Main St, Suite 102 Salisbury, MD 21801