

ORDINANCE NO. 2650

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE SALISBURY WICOMICO METROPOLITAN PLANNING ORGANIZATION FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$7,000.00, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE FUNDS FOR OFFSETTING RFP 21-101 PORT FEASIBILITY STUDY.

WHEREAS, the City of Salisbury (“City”) has solicited qualified vendors for a Request for Proposal (RFP)(Exhibit 1) for a Port Feasibility study (“Study”) to assess the economic and physical feasibility of a multi-user port along the Wicomico River;

WHEREAS, the Salisbury Wicomico Metropolitan Planning Organization (“SWMPO”) is a federally designated regional transportation planning agency for the urbanized area encompassing Sussex County, Wicomico County, and a small portion of Somerset County;

WHEREAS, SWMPO coordinates with appropriate authorities and departments of all impacted state and local governments in an effort to assist with solving regional problems and implementing regional goals and policies;

WHEREAS, SWMPO desires to support the City’s efforts to perform the Study;

WHEREAS, the City of Salisbury must enter into a Memorandum of Understanding with SWMPO defining how the funds must be expended;

WHEREAS, all funds shall be used to offset the cost of hiring a consultant to perform the Study;

WHEREAS, SWMPO requests two separate presentations of the Final Study to the SWMPO Technical Advisory Committee (1) and the SWMPO Council (1), and will add the SWMPO logo to the final Study along with language confirming that funding was provided from SWMPO;

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Salisbury Wicomico Metropolitan Planning Organization to accept grant funds in the amount of \$7,000.00.


BE IT FURTHER ORDAINED that the City’s Grant Fund Budget be and hereby is amended as follows:

- 1) Increase Port Feasibility donated matching funds account (10500-426100-72100) by \$7,000.00
- 2) Increase Consulting Fees Expense account (10500-513400-72100) by \$7,000.00

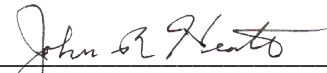
BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 11th day of January, 2021, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 25th day of January, 2021.

ATTEST:




Kimberly R. Nichols, City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS 27 day of January, 2021.



Julia Glanz, City Administrator, for and at the
direction of Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

Memo

To: City Council
From: Laura Soper
Subject: SWMPO Donation to Port Feasibility Study
Date: 12/21/20

Included in this packet is an Ordinance to accept a contribution from the Salisbury Wicomico Metropolitan Planning Organization in the amount of \$7,000 for the City's Port Feasibility study, as well as an MOU that states the proposed terms of the agreement for the contribution. The City awarded the RFP for this study to CPCS Transcom Inc in October and the SWMPO expressed an interest in acting as a contributing partner on the project. The MOU has already been reviewed and approved by the SWMPO and they will execute it once the City approves.

MEMORANDUM OF UNDERSTANDING
BETWEEN SALISBURY WICOMICO METROPOLITAN PLANNING ORGANIZATION AND
THE CITY OF SALISBURY

This Agreement is made by and between Wicomico County, on behalf of the Salisbury Wicomico Metropolitan Planning Organization (“SWMPO”), and the City of Salisbury (“City”).

RECITALS

Whereas, the City of Salisbury (“City”) has solicited qualified vendors for a Request for Proposal (RFP)(Exhibit 1) for a Port Feasibility study (“Study”) to assess the economic and physical feasibility of a multi-user port along the Wicomico River;

Whereas, the SWMPO is a federally designated regional transportation planning agency for the urbanized area encompassing Sussex County, Wicomico County, and a small portion of Somerset County;

Whereas, the SWMPO coordinates with appropriate authorities and departments of all impacted state and local governments in an effort to assist with solving regional problems and implementing regional goals and policies; and

Whereas, the SWMPO desires to support the City’s efforts to perform the aforementioned study.

NOW, THEREFORE, in consideration of the mutual promises, recitals and agreements contained herein, and for other good and valuable consideration, the parties do covenant and agree as follows:

1. SWMPO Representations: The SWMPO represents, acknowledges, and agrees that it will contribute \$7,000 to the City for the express purpose of funding the 2020 Port Feasibility study that was put out to bid August 28, 2020 and closed for bidding September 30, 2020 under Bid # RFP-21-101.
2. City Representations: The City represents, acknowledges, and agrees that in exchange for the SWMPO’s \$7,000 contribution to the Port Feasibility study, the City will ensure that the selected vendor will provide two separate presentations of the Final Study to the SWMPO Technical Advisory Committee (1) and the SWMPO Council (1), and will add the SWMPO logo partner to the Final Study along with language confirming that funding was provided from the SWMPO. SWMPO’s \$7,000 contribution shall be payable upon completion of the above.
3. Entire Agreement: This Agreement represents the parties’ entire agreement with respect to

the matters specified herein.

4. Governing Law and Venue It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of Maryland. Venue for any actions arising under this Agreement shall be in Wicomico County.
5. Severability Any provision of the Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.
6. Termination This Agreement may be terminated upon thirty (30) days written notice provided to the other party.
7. Non-Appropriation In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year, the City will immediately notify SWMPO of such occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the City

THIS AGREEMENT is hereby executed by the duly authorized representatives of the parties as of this _____ day of _____, 2020.

Wicomico County, on behalf of the
Salisbury Wicomico Metropolitan Planning Organization

By _____

(Printed) John D. Psota

(Title) Acting County Executive

City of Salisbury

By 

(Printed) Julia Glanz

(Title) City Administrator