

**COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**

2017 Legislative Session

Legislative Day No. 16

**Resolution No. 88-2017**

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO APPROVE A CASH ADVANCE OF FUNDS TO THE WICOMICO COUNTY LIBRARY ACCOUNT RECEIVABLE NO. 01C01-103089 IN AN AMOUNT OF THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000), AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF WICOMICO COUNTY, MARYLAND WITH THE WICOMICO COUNTY LIBRARY.

WHEREAS, the Wicomico County Public Library is expecting to sign contracts and begin work at the Downtown Salisbury Branch for carpet replacement and subflooring repairs in the children's area, carpet replacement in the adult area, and public restroom improvements during FY2017; and

WHEREAS, the State of Maryland has a reimbursement program, which provides for reimbursement of funds advanced for repairs and replacement projects; and

WHEREAS, the Wicomico Public Library is requesting a cash advance in the amount of \$320,000 from Wicomico County so that the above described projects can begin in 2017; and

WHEREAS, when the Wicomico Public Library receives reimbursement from the State of Maryland in the amount of Wicomico county's case advances up to \$320,000, then the Wicomico Public Library shall pay that amount to Wicomico County for crediting Account Receivable No. 01C01-103089-Account Receivable Wicomico Public Library; and

WHEREAS, the Wicomico Public Library expects the State of Maryland reimbursement and subsequent payment to Wicomico County to occur on or before July 1, 2018; and

WHEREAS, Wicomico County and Wicomico Public Library have agreed upon an Intergovernmental Agreement which sets forth these understandings; and

WHEREAS, the Director of Finance has certified that the cash advance is not encumbered and funds are available for the cash advance.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, as follows:

1. A cash advance in the amount of Three Hundred Twenty Thousand Dollars (\$320,000) from Wicomico County to the Wicomico Public Library Account No. 01C01-103089 Account Receivable – Wicomico Public Library is authorized and approved; and

2. The County Executive is hereby authorized to execute on behalf of Wicomico County, Maryland, an Intergovernmental Agreement, in substantially the same form attached hereto as Exhibit A, with the Wicomico Public Library.

Done at Salisbury, Maryland, this 20<sup>th</sup> day of June, 2017.

ATTEST:

COUNTY COUNCIL OF  
WICOMICO COUNTY, MARYLAND

  
\_\_\_\_\_  
Laura Hurley,  
Council Administrator

  
\_\_\_\_\_  
John T. Cannon,  
Council President

Certification

This Resolution was Adopted , Adopted with Amendments \_\_\_\_\_, Failed, \_\_\_\_\_, Withdrawn, \_\_\_\_\_ by the County Council on June 20, 2017.

Certified by   
\_\_\_\_\_  
Laura Hurley, Council Administrator

**EXHIBIT "A"**

**INTERGOVERNMENTAL AGREEMENT**

**REGARDING ADVANCE OF COUNTY FUNDS TO WICOMICO PUBLIC LIBRARY**

THIS AGREEMENT is entered into between WICOMICO COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (hereinafter referred to as "County"), and the WICOMICO PUBLIC LIBRARY, created under Chapter 47 of the Wicomico County Code (hereinafter referred to as "Library"), with respect to the matter set forth below.

**RECITALS**

- A. Library has plans to perform carpet and subflooring repairs in the Children's area, carpet replacement in the Adult area, and public restroom improvements in the Downtown Salisbury Branch (hereinafter referred to as "Projects").
- B. In order to sign contracts for these Projects, the Library is requesting multiple governmental cash advances for the Downtown Salisbury Branch up to a total of Three Hundred Twenty Thousand Dollars (\$320,000.00) (hereinafter referred to as the "Funds"). The cash advances shall be requested after all other funding sources for the Project are exhausted.
- C. The requested funding is included in the State of Maryland Budget, which was approved in 2017, and the actual cash reimbursement to the County of up to \$320,000.00 should occur on or before July 1, 2018.
- D. The Intergovernmental cash advance of up to \$320,000.00 will permit the Library to sign contracts for the Project work in the Summer of 2017, and then the Project work can proceed according to the terms of the contract.

THEREFORE, the County and Library agree as follows:

**AGREEMENT**

1. **Cash Advances of County Funds:**

The County shall make cash advances to Account No. 01C01-103089 – Account Receivables –Wicomico Public Library for the Downtown Salisbury Branch as requested by the Library and approved by the County Executive up to a \$320,000.00. Each Library cash request shall be supported by contract information and a requisition. The Library shall exhaust all other funding sources for the Project before a County cash request is initiated.

2. Request, Acceptance and Use of Cash Advances by Library:

- 2.1. Library will exhaust all other sources of funding for the Project before requesting a cash advance.
- 2.2. Library shall provide a cash advance request with contract information and a requisition.
- 2.3. Library accepts up to a total of \$320,000.00 from the County.
- 2.4. The Funds advanced by the County shall be used to pay for replacement of carpet and subflooring repairs in the Children's area, carpet replacement in the Adult area, and public restroom improvements in the Downtown Salisbury Branch.
- 2.5. When Library receives reimbursement from the State of Maryland for the amount of County cash advances up to \$320,000.00, then the Library shall pay the amount to the County for crediting Account No. 01C01-103089 – Account Receivable – Wicomico Public Library. The Library expects the State of Maryland reimbursement and subsequent payment to the County to occur on or about July 1, 2018.

3. Amendments:

No amendment or modification of this Agreement shall be binding on either party unless made in writing and executed by both County and Library.

4. Notices:

Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing, and shall be delivered to the other party personally or by U.S. first class, certified or registered mail, with postage prepaid, addressed to the other party, at the address set forth below:

TO WICOMICO COUNTY, MARYLAND:

Attn: Bob Culver, County Executive  
Wicomico County, Maryland  
P. O. Box 870  
Salisbury, Maryland 21803-0870

TO WICOMICO PUBLIC LIBRARY:

Attn: Andrea Berstler, Executive Director  
Wicomico Public Library  
122 South Division Street  
Salisbury, Maryland 21801

IN WITNESS WHEREOF, the County and Library hereto have executed this Agreement on the date of the last signature below.

TEST/ATTEST

\_\_\_\_\_

\_\_\_\_\_

WICOMICO COUNTY, MARYLAND

\_\_\_\_\_ (SEAL)

By: Bob Culver, Executive

Dated: \_\_\_\_\_

WICOMICO PUBLIC LIBRARY

\_\_\_\_\_ (SEAL)

By: Andrea Berstler, Executive Director

Dated: \_\_\_\_\_