

RESOLUTION NO. 2439

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING COMMUNITY SERVICES SUPPORT GRANT TO WILSONVILLE COMMUNITY SHARING

WHEREAS, Wilsonville Community Sharing, an Oregon non-profit corporation, has been providing community outreach services, including but not limited to staffing, food, utility assistance, prescription help, rent and housing support, and referral to other services beyond that which Wilsonville Community Sharing can meet for those in need; and

WHEREAS, the City of Wilsonville has supported the administrative and operational services of Wilsonville Community Sharing through grant support over the last 15 years; and

WHEREAS, the City has provided this grant support (“Grant”) through the annual City budget process and funding the Grant through budget adoption, but has not provided any formal grant contract; and

WHEREAS, Wilsonville Community Sharing has provided detailed quarterly and annual financial statements that include information on services and activities and Grant expenditures; and

WHEREAS, the Grant has grown over the years and is currently budgeted for the City’s 2013/2014 fiscal year at \$29,929; and

WHEREAS, the parties agree that it is prudent to enter into a Grant contract setting forth the respective parties’ rights and obligations for the fiscal year 2013-14 (ending June 30, 2014), ensure a financial reporting and review system, and state the specific purpose for which the Grant monies can be used;

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. A one-year Community Services Support Grant is awarded to Wilsonville Community Sharing.
2. The City Manager is authorized to enter into for the fiscal year 2013-14 (ending June 30, 2014) a Community Services Support Grant Agreement with Wilsonville Community Sharing, an Oregon non-profit organization, in the initial amount of \$29,929 for the first fiscal year 2013/2014, under the terms and conditions as set forth in the Community Services Support Grant Agreement, a copy of which is marked Exhibit A, attached hereto, and incorporated by reference as if fully set forth herein.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of October, 2013, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Goddard	Yes
Councilor Fitzgerald	Yes
Councilor Stevens	Yes

Attachments:

Exhibit A – Community Services Support Grant Agreement

EXHIBIT A

COMMUNITY SERVICES SUPPORT GRANT AGREEMENT

WHEREAS, Wilsonville Community Sharing, an Oregon non-profit corporation, has been providing community outreach services, including but not limited to staffing, food, utility assistance, prescription help, rent and housing support, and referral to other services beyond that which Wilsonville Community Sharing can meet for those in need; and

WHEREAS, the City of Wilsonville has supported the administrative and operational services of Wilsonville Community Sharing through grant support over the last 15 years; and

WHEREAS, the City has provided this grant support (“Grant”) through the annual City budget process and funding the Grant through budget adoption, but has not provided any formal grant contract; and

WHEREAS, Wilsonville Community Sharing has provided detailed quarterly and annual financial statements that include information on services and activities and Grant expenditures; and

WHEREAS, the Grant has grown over the years and is currently budgeted for the City’s 2013/2014 fiscal year at \$29,929; and

WHEREAS, the parties agree that it is prudent to enter into a Grant contract setting forth the respective parties’ rights and obligations and that it would be more efficient to establish the Grant for fiscal year 2013-14 (ending June 30, 2014), ensure a financial reporting and review system, and state the specific purpose for which the Grant monies can be used;

NOW, THEREFORE, based on the mutual considerations and provisions set forth below, the parties enter into this Community Services Support Grant Agreement as follows:

1. Purpose of Grant. To provide financial support to Wilsonville Community Sharing for administration and operations to provide community services and outreach to and for community members in need of such services, including but not limited to staffing, food, utility assistance, prescription help, rent and housing support, and referral to other services beyond that which Wilsonville Community Sharing can provide. The financial support provided by the Grant is not for capital construction or renovation.

2. Grant Amount. The amount of the Grant is \$29,929 for the City of Wilsonville’s fiscal year 2013-2014.

3. Term of Grant. The term of the Grant is for fiscal year 2013-14 commencing July 1, 2013 and terminating June 30, 2014, subject to the terms and provisions of this Grant Agreement and Wilsonville Community Sharing providing the community services and outreach set forth in the above Section 1–Purpose.

4. Grant Administration.

4.1. The Grant shall be administered by the City's Finance Director.

4.2. The Grant shall be paid quarterly by the seventh day of each quarter.

5. Reporting. Wilsonville Community Sharing shall provide to the City an annual financial report each January setting forth the operational and administrative services and activities provided and the Grant expenditures in support thereof. The reports shall provide the information on services and activities and Grant expenditures for the prior calendar year and a budget from the 1st of January of that reporting year to December 31st of that year.

6. Finance Review.

6.1. Wilsonville Community Sharing shall maintain books, records, documents, and other materials (collectively referred to as "documents and records") that sufficiently and properly reflect back-up for all expenditures made pursuant to this Agreement. The City shall have full access to and the right to examine and copy, during normal Wilsonville Community Sharing business hours, all of the documents and records of Wilsonville Community Sharing related to matters covered by this Agreement, whether the documents and records are in electronic form or printed form and whether maintained separately or as part of other financial information. This inspection right shall remain in full force and effect for two (2) years from July 1, 2013.

6.2. Upon fifteen (15) days' prior written notice, the City shall have the right to conduct an audit or financial review of Wilsonville Community Sharing's documents and records, as reasonably related to this Agreement. If an audit or review of the documents and records determines that Grant funds have been inappropriately expended by Wilsonville Community Sharing under this Agreement or any federal, state, or City regulation, Wilsonville Community Sharing agrees that it must reimburse the City for the full amount identified by the audit or review as an inappropriate expenditure. Such outstanding amounts shall bear interest at the rate of twelve percent (12%) per annum until repaid in full.

6.3. If the inappropriate expenditure(s) exceeds five hundred dollars (\$500) Wilsonville Community Sharing will reimburse the City for the cost of the audit or review.

6.4. Wilsonville Community Sharing may contest the audit findings and, if so, the parties will meet to arrive at a mutual resolution. If no resolution can be agreed upon within sixty (60) days, the parties will mutually agree on a review auditor to resolve the dispute or, if the parties cannot agree on a review auditor, either party may ask a Clackamas County judge to appoint a review auditor, whose finding shall be binding on the parties and non-appealable.

7. Grant Confidentiality. In reporting to the City under Section 5 and in reporting the findings of any audit or financial review, the names, addresses, social security numbers, medical information, or other information that is confidential under law as may pertain to the clients of Wilsonville Community Sharing shall not be reported and shall remain confidential.

8. Termination.

8.1. The City and Wilsonville Community Sharing may mutually terminate this Grant at any time.

8.2. The City may terminate this Grant at the end of the fiscal year in which the Grant has been funded if the City is unable to appropriate sufficient funding to fund the Grant for the ensuing year.

8.3. The City may terminate upon fifteen (15) days' notice upon an audit or financial review determination of inappropriate expenditure.

8.4. The City may terminate the Grant immediately upon receiving notice that Wilsonville Community Sharing is no longer providing the services set forth in Section 1–Purpose.

8.5. Wilsonville Community Sharing may terminate this Grant at the end of any quarter in which it has received funds and it may terminate this Grant at any time, provided it reimburses the City for any unexpended funds received.

9. Authority. The individuals executing this Agreement on behalf of the respective parties thereto each represent and warrant to the other that he/she has the full power and authority to do so on behalf of said party and to bind said party to the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective this ____ day of _____, 2013.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: _____

Richard Truitt

As Its: President

By: _____

Bryan Cosgrove

As Its: City Manager

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