

**RESOLUTION NO. 2540**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SUPPORT GRANT AGREEMENT WITH 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 bill-paying 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 since fiscal year 1999-2000; and

WHEREAS, since fiscal year 2010-11 the City has provided both a general purpose grant and a separate renters utility bill-paying assistance grant, collectively referred to as "Grant"; and

WHEREAS, the City has included the Grant within the City Manager's budget which is subject to review by the Budget Committee and adoption by City Council; 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 totaling \$48,000 is included in the FY 2015-16 budget and is composed of \$32,000 for the general purpose portion and \$16,000 for the renters utility bill-paying assistance portion; and

WHEREAS, the parties agree that it is prudent to enter into a Support Grant Agreement setting forth the respective parties' rights and obligations for the fiscal year 2015-16 (ending

June 30, 2016), 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 Grant is awarded to Wilsonville Community Sharing.
2. The City Manager is authorized to enter into for the fiscal year 2015-16 (ending June 30, 2016) a Support Grant Agreement with Wilsonville Community Sharing, an Oregon non-profit organization, in the amount of \$48,000 for the fiscal year 2015-16, under the terms and conditions as set forth in the 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 15th day of June, 2015, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

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

Attachments:

Exhibit A – Wilsonville Community Sharing Support Grant Agreement

## EXHIBIT A

### WILSONVILLE COMMUNITY SHARING 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 bill-paying 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 financial support since fiscal year 1999-2000 and has included the grant support in the City Manager's program budget; and

WHEREAS, the fiscal year 2015-16 budget includes a total of \$48,000 for financial support which is separated into a general purpose portion of \$32,000 and a renter utility bill-paying assistance portion of \$16,000, collectively this is referred to as "Grant"; and

WHEREAS, the general purpose portion of the Grant has been indexed to the Portland-Salem Metropolitan Area Consumer Price Index; and

WHEREAS, the renters utility bill-paying assistance portion was added in May 2010 in response to a Council Goal to address increased need resulting from the recession during that time period and contained a provision to continue through June 2013 or until the Portland metro area unemployment rate fell below 7%, whichever happened later; and

WHEREAS, the City Council now desires to cease to use the unemployment figure as a provision for providing utility bill-paying assistance and directs staff to work with Wilsonville Community Sharing on guidelines for the provision of such assistance; and

WHEREAS, the City Council allocates one-half of the renter utility bill-paying assistance funds through December 31, 2015; the second half to be allocated contingent upon Council acceptance of guidelines for the provision of such assistance; 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 parties agree that it is prudent to enter into a Grant Agreement setting forth the respective parties' rights and obligations and to establish the Grant for fiscal year 2015-16 (ending June 30, 2016), 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 Support Grant Agreement ("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 bill-paying 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 for fiscal year 2015-16 shall be \$48,000, composed of \$32,000 for general support of all programs including administration and \$16,000 dedicated solely to renters utility bill-paying assistance.

3. Term of Grant. The term of the Agreement commences July 1, 2015 and terminates June 30, 2016, subject to the terms and provisions of this Agreement and Wilsonville Community Sharing providing the community services and outreach set forth in the above Section 1–Purpose.

4. Consumer Price Index Escalator. If the general support portion of the Grant shall be continued into the ensuing fiscal year (FY 2016-17) it shall be indexed to the Portland-Salem Metropolitan Area Consumer Price Index, all items, annual average year over year change, unless other modifications are approved by the City Council.

5. Renters Utility Bill-Paying Assistance Guidelines. One-half of the renters utility bill-paying assistance portion shall be allocated through December 31, 2015. The second half shall be allocated contingent upon Council acceptance of guidelines for the provision of such assistance.

6. Grant Administration.

6.1. The Grant shall be administered by the City’s Finance Director.

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

7. Reporting.

7.1. Wilsonville Community Sharing shall provide a report to the City on the use of the renters utility bill-paying assistance portion within three weeks following the end of a calendar quarter. The form of the report shall be similar to the format used in the prior fiscal year.

7.2. 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 1<sup>st</sup> of January of that reporting year to December 31<sup>st</sup> of that year.

7.3. Wilsonville Community Sharing shall provide to the City a copy of its annual Form 990 IRS filing within 10 business days of filing it with the IRS.

8. Finance Review.

8.1. 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, 2015.

8.2. 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 the Federal Funds Rate (currently at 0.25%), plus 5%.

8.3. 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.

8.4. 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.

9. Grant Confidentiality. In reporting to the City under Section 7 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.

10. Termination.

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

10.2. The City may terminate this Grant Agreement 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.

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

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

10.5. Wilsonville Community Sharing may terminate this Grant Agreement 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.

11. Authority. The individuals executing this Grant 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 Grant Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2015.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: \_\_\_\_\_

Wes Morris

As Its: President

By: \_\_\_\_\_

Bryan Cosgrove

As Its: City Manager

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