

RESOLUTION NO. 3061

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A 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 utility bill-paying assistance grant, collectively referred to as "Grant"; and

WHEREAS, the City seeks to provide Wilsonville Community Sharing with more discretion in the use of Grant funds based on community need by no longer distinguishing between the general purpose grant and the utility bill-paying assistance 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 \$60,000 is included in the FY 2023-24 budget; and

WHEREAS, the parties agree that it is prudent to enter into a Support Grant Agreement setting forth the respective parties' rights and obligations, ensure a financial reporting and review system, and state the specific purpose for which the Grant monies can be used; and

WHEREAS, the parties agree that a longer term of five years for the Support Grant Agreement, with annual adjustments made pursuant to the terms of such Support Grant Agreement, is more efficient and represents the City's desire to continue supporting the work of Wilsonville Community Sharing; and

WHEREAS, one of the City Council’s 2023-2025 Goals is to “increase housing opportunities for all and reach functional zero homelessness,” and Wilsonville Community Sharing is a key partner in achieving functional zero homelessness in the City of Wilsonville.

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

Section 1. Findings. The above-recitals are incorporated by reference as if fully set forth herein as the City’s findings.

Section 2. The City Manager is authorized to enter into a five-year Support Grant Agreement with Wilsonville Community Sharing that is substantially similar to **Exhibit A** attached hereto and incorporated by reference herein.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of June, 2023, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Kristin Akervall
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Kristin Akervall, Council President

ATTEST:

DocuSigned by:
Kimberly Veliz
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Excused
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

- A. Support Grant Agreement

WILSONVILLE COMMUNITY SHARING
SUPPORT GRANT AGREEMENT

This Support Grant Agreement (“Agreement”) is made and entered into on this ____ day of June, 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “Grantor”), and **Wilsonville Community Sharing**, an Oregon non-profit corporation (hereinafter referred to as “Grantee”). Grantor and Grantee are collectively referred to herein as the “parties.”

RECITALS

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

WHEREAS, Grantor has supported the administrative and operational services of Grantee through financial support since fiscal year 1999-2000 and has included the grant support in the City Manager’s program budget; and

WHEREAS, prior to this Agreement, Grantor separated the funds granted by Grantor to Grantee (the “Grant”) in a general purpose portion and a utility bill-paying assistance portion; and

WHEREAS, the parties recognize that community need should drive how Grantee allocates the Grant, and thus this Agreement combines all Grant funds into one amount of \$60,000; and

WHEREAS, Grantor’s fiscal year 2023-24 budget includes a total of \$60,000 of the Grant funds to Grantee for the assistance it provides to the community; and

WHEREAS, for efficiency and as evidence of Grantor’s continued effort to support Grantee’s work, the parties seek a longer, five-year term for this Agreement instead of the prior one-year agreements the parties previously executed; and

WHEREAS, a portion of the Grant has previously been indexed to the Bureau of Labor Statistics Consumer Price Index labeled “West – Size A CPI-W”, average annual change (December to December) (the “CPI”), and so the parties seek to adjust the Grant funds each year after the initial year, consistent with the CPI; and

WHEREAS, Grantee 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, 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 Agreement as follows:

1. Purpose of Grant. For Grantor to provide financial support to Grantee 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 Grantee can provide. The financial support provided by the Grant is not for capital construction or renovation.

2. Grant Amount. Subject to budget appropriation, the amount of the Grant for Grantor's fiscal year 2023-24 shall be \$60,000 ("Grant Amount"). Subject to future budget appropriations, for each of Grantor's fiscal years thereafter through the term of this Agreement, the Grant Amount will be adjusted by the CPI.

3. Term of Grant. The term of the Agreement commences July 1, 2023 and terminates June 30, 2028, subject to the terms and provisions of this Agreement and Grantee providing the community services and outreach set forth in the above Section 1–Purpose.

4. Utility Bill-Paying Assistance Guidelines. Utility bill-paying assistance shall be granted and administered according to the Utility Bill Paying Assistance Program Guidelines, attached as Exhibit B.

5. Grant Administration.

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

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

6. Reporting.

6.1. Grantee shall provide a report to Grantor on the use of the Grant 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.

6.2. Grantee shall provide to Grantor 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.

6.3. Grantee shall provide to Grantor a copy of its full and complete annual Form 990 IRS filing within 10 business days of filing it with the IRS.

7. Finance Review.

7.1. Grantee 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. Grantor shall have full access to and the right to examine and copy, during Grantee’s normal business hours, all of the documents and records of Grantee 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 June 30, 2028.

7.2. Upon fifteen (15) days’ prior written notice, Grantor shall have the right to conduct an audit or financial review of Grantee’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 Grantee under this Agreement or any federal, state, or City regulation, Grantee agrees that it must reimburse Grantor 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, plus 5%.

7.3. If the inappropriate expenditure(s) exceeds five hundred dollars (\$500), Grantee will also reimburse Grantor for the cost of the audit or review.

7.4. Grantee 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.

8. Grant Confidentiality. In reporting to Grantor under Section 6 and in reporting the findings of any audit or financial review, the names, social security numbers, medical information, or other information that is confidential under law as may pertain to the clients of Grantee shall not be reported and shall remain confidential.

9. Termination.

9.1. The parties may mutually terminate this Agreement at any time.

9.2. Grantor may terminate the Agreement immediately upon receiving notice that Grantee is no longer providing the services set forth in Section 1–Purpose or for making inappropriate expenditures.

9.3. Grantee may terminate this 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 Grantor for any unexpended funds received. Grantee’s reporting obligations in Section 6.1 will remain in full force and effect through the quarterly reporting period immediately after the end of the then-current quarter. Grantee’s reporting obligations in Section 6.2 will remain in full force and effect through the annual reporting period immediately after the

end of the then-current calendar year. The financial review rights and obligations stated in Section 7 will remain in full force and effect for the term stated in Section 7.1.

10. 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 Grant Agreement effective this ____ day of _____, 2023.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: _____
First Last
As Its: President

By: _____
Bryan Cosgrove
As Its: City Manager

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