

RESOLUTION NO. 2805

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A FIRST AMENDMENT TO 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 the “Grant Agreement”; and

WHEREAS, due to the sudden and severe impact of the COVID-19 virus, the City has enacted an emergency declaration and anticipates there will be more citizens who find themselves in serious financial straits and unable to pay their utility bills; 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, based on the foregoing situation caused by COVID-19, the City wishes to amend the FY 2019-20 Grant Agreement to make up to an additional Ten Thousand Dollars (\$10,000) available specifically for the payment of City utility bills; and

WHEREAS, the City anticipates requests for assistance may exceed the amount of the funds. Therefore, the *Guidelines for Utility-Bill Paying Assistance Program*, attached to the Grant Agreement, will remain in effect, but are modified only as follows:


“If bill-paying assistance is requested for the City of Wilsonville’s combined utility bill, this amount shall be capped at \$300 per the City’s fiscal year, per household.”

Citizens who have already received assistance to pay the City of Wilsonville’s combined utility bill during this fiscal year will be limited to apply for up to the above cap, less what they have already received.

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

1. The one-year utility bill-paying assistance grant for the fiscal year 2019-20 (ending June 30, 2020) Grant awarded to Wilsonville Community Sharing is hereby increased from \$16,000 up to \$26,000.
2. The City Manager is authorized to enter into a First Amendment to the Grant Agreement, a copy of which is marked **Exhibit 2**, attached hereto, and incorporated by reference as if fully set forth herein.
3. Except as amended hereby, the Grant Agreement remains as written.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of April 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

 C2B6698B3949461...
 Tim Knapp, Mayor

ATTEST:

DocuSigned by:

 D99CBFDA8F0842B...
 Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

Attachments:

- Exhibit 1: Wilsonville Community Sharing Support Grant Agreement
- Exhibit 2: First Amendment to Wilsonville Community Sharing Support Grant Agreement (for Additional Bill-Paying Assistance)

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, 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 2019-20 budget includes a total of \$51,921 for financial support which is separated into a general purpose portion of \$35,921 and a 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 from December 2017 to December 2018; and

WHEREAS, the 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 has recognized utility bill-paying assistance is an on-going need and developed guidelines in 2015 for the use of funds for utility bill-paying 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 2019-20 (ending June 30, 2020), 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 2019-20 shall be \$51,921, composed of \$35,921 for general support of all programs including administration and \$16,000 dedicated solely to utility bill-paying assistance.

3. Term of Grant. The term of the Agreement commences July 1, 2019 and terminates June 30, 2020, 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 2020-21) it shall be indexed to the Bureau of Labor Statistics Consumer Price Index labeled “West – Size A CPI-W”, December-to-December annual change, unless other modifications are approved by the City Council.

5. 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.

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 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 1st of January of that reporting year to December 31st of that year.

7.3. Wilsonville Community Sharing shall provide to the City a copy of its full and complete 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, 2019.

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 2.5%), 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, 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 18th day of June, 2019.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: 

Name: _____

As Its: President

By: 

Bryan Cosgrove

As Its: City Manager

Wilsonville Community Sharing Guidelines for Utility-Bill Paying Assistance Program

(Approved 2015)

Guidelines:

The Wilsonville City Council will designate City funds to be used by Wilsonville Community Sharing (WCS) for utility bill-paying assistance via Resolution. WCS may augment these funds from other sources. However, the use of City funds for utility bill-paying assistance shall be in accordance with the following guidelines:

- Utility bill-paying assistance is available for the following utilities:
 - Utilities that provide heat
 - Utilities that provide electricity
 - City of Wilsonville combined utility bill
- Each client shall have an in-person in-take appointment with WCS.
- The client must live within the City limits of Wilsonville, as verified by address on utility bills and income documents.
- The reason for bill-paying assistance must be stated by the client to WCS staff.
- Utility bills for which the client is requesting bill-paying assistance must be original and presented to WCS staff at the time of in-take appointment.
- For assistance with heat and/or electric utilities, client must demonstrate evidence of working with Clackamas County Social Services or Washington County Community Action, by providing to WCS staff the name, phone number and dates of contact with the staff person with whom they have worked.
- Bill-paying assistance from City funds for utilities that provide heat and/or electricity (PGE & NW Natural, etc.) shall be after the client either received, or made a good faith effort to receive, any assistance granted through other organizations, such as Clackamas County Social Services or Community Action in Washington County. In the event no assistance was granted, WCS will evaluate on a case-by-case basis as to the reason, but the lack of assistance from another organization will not disqualify a client from receiving bill-paying assistance through this program.
- WCS will follow Clackamas County's Social Services income guidelines for eligibility:
 - 60% of State median income by household size; for use in Federal fiscal year (Oct. 1 - Sept 30)
 - Income eligibility is based on the total gross household income received by all adults age 18 and over living at the home at the time of application.
 - Gross income is before taxes and deductions.
- WCS will follow Clackamas County's income eligibility determination:
 - Income for the 30 days prior to the application is verified for the purpose of determining income eligibility.
 - Income eligibility can also be demonstrated by the client through the verification of a major financial crisis or set-back that has negatively impacted the client's financial situation, thereby impacting their ability to pay the full amount of their utility bill(s). In

such cases, the financial crisis or set –back must demonstrably detract from their income in an amount that would make them fall within the income eligibility guidelines.

- WCS will contact Clackamas County Social Services each August or September to verify and update, as necessary, income guidelines and income eligibility determination. WCS will remain consistent, on an annual basis, with Clackamas County Social Services in these areas.
- Bill-paying assistance for utilities is capped as follows:
 - At total \$300 per the City’s fiscal year (July 1 through June 30), per household, for all utilities.
 - If bill-paying assistance is requested for the City of Wilsonville’s combined utility bill, this amount shall be capped at \$150 per the City’s fiscal year, per household.
 - These caps may be adjusted as the Wilsonville City Council determines through Resolution.
- WCS will verify with the utilities the amount owed by the client.
- WCS will pay the utilities directly. No funds will be disbursed to the client. For bill-paying assistance for the City of Wilsonville combined utility bill, no funds will be disbursed; WCS staff will contact the City and the City will adjust the client’s bill accordingly.
- WCS staff shall make a good faith effort to avoid actual or perceived conflict of interest in administering the bill-paying assistance program, meaning that WCS staff will recuse themselves from determining eligibility and award amount for bill-paying assistance to their family members and friends, other WCS staff, and city of Wilsonville staff; and instead convene a panel of the WCS Board Chair and City Finance Director, or their designees, to determine eligibility and bill-paying assistance amount, following the above guidelines.
- WCS shall maintain a generalized list of clients awarded bill-paying assistance, in order to provide information annually to the City’s Finance Department. This list shall consist of the client’s initials (not name), address, the amount of the assistance awarded and the utilities covered by the assistance. This information will be kept confidential and will be used for statistical purposes. WCS will provide this information annually by September 1 of each year, covering the previous fiscal year period of July 1 through June 30.

**CITY OF WILSONVILLE
FIRST AMENDMENT TO WILSONVILLE COMMUNITY SHARING
SUPPORT GRANT AGREEMENT**

This First Amendment to the Wilsonville Community Sharing Support Grant Agreement (“First Amendment”) is effective the ____ day of April 2020 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Wilsonville Community Sharing**, an Oregon non-profit corporation, upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Support Grant Agreement with Wilsonville Community Sharing on June 17, 2019;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Grant Amount

Due to the emergency created by the COVID-19 virus, the fiscal year 2019/2020 Grant Agreement is amended to provide Wilsonville Community Sharing with up to an additional Ten Thousand Dollars (\$10,000) to be used for the benefit of Wilsonville citizens who cannot afford to pay their Wilsonville utility bill, only between the date of this amendment and June 30, 2020. The Grant Agreement is amended to raise the annual fiscal year cap any given household can apply for from \$150.00 to \$300.00 for this fiscal year only. The *Guidelines for Utility-Bill Paying Assistance Program*, as attached to the Grant Agreement is amended as follows: *“If bill paying assistance is requested for the City of Wilsonville’s combined utility bill, this amount shall be capped at \$300 per the City’s fiscal year, per household.”*

Citizens who have already received assistance to pay the City of Wilsonville’s combined utility bill during this fiscal year will be limited to apply for the above new cap, less what they have already received.

Section 2. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written.

The parties hereby agree to all provisions of this First Amendment.

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

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