

INTERGOVERNMENTAL AGREEMENTContract Number 4600008357

This is an Agreement between City of Portland, Bureau of Transportation (CITY) and Multnomah County (COUNTY).

PURPOSE:

The purpose of this agreement is to adopt policy, environment and systems change. This contract will support evidence based community approaches to chronic disease prevention.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from June 19, 2010 to March 18, 2012.
2. **RESPONSIBILITIES OF CITY.** The CITY agrees to collaborate on project implementation to ensure that COUNTY and CITY accomplish the project objectives detailed in COUNTY's federal grant application Communities Putting Prevention to Work.

A. Healthy Communities by Design- Active Transportation

- i. CITY shall identify 2030 Active Transportation targets and adopt supporting policies for planning, building, and programming an active and equitable transportation system in Portland.

B. Reporting, Monitoring & Evaluations

- i. CITY shall meet all data collection requirements for the American Reinvestment & Recovery Act (ARRA) for the period June 19, 2010 through March 18, 2012. CITY shall submit the ARRA reports (**Attachment A & C**) to the COUNTY on or before the first calendar day of each calendar quarter during the term of this Contract (January 1, April 1, July 1, and September 1). If the first day of the quarter is not a County business day, this report is due the prior business day. CITY shall submit the ARRA CPPW Sub Recipient Reporting Form (**Attachment B**) to the COUNTY one time only with your first ARRA Contractor Reporting Form.
- ii. CITY shall assist with all other COUNTY and Federal program evaluation, quality assurance, and quality improvement. These may include but are not limited to peer provider surveys, focus groups, and site visits from COUNTY staff.
- iii. CITY shall attend provider meetings convened by the COUNTY to share information, discuss evaluation & quality improvement issues, and review contractual or programmatic concerns.

3. **RESPONSIBILITIES OF COUNTY.**

- A. COUNTY agrees to pay CITY a maximum of **\$175,000** for provision of the services on the following terms:
 - i. COUNTY will reimburse CITY monthly upon receipt and authorization of an itemized billing invoice.

- ii. Invoices shall be submitted by the 30th day of each month for services provided during the previous month to:

CPPW Grants Manager
Multnomah County Health Department
10317 E Burnside St.
Portland, OR 97216-2733

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract through March 18, 2012. In the event that funds cease to be available to COUNTY in the amounts anticipated during the contract period, either COUNTY or CITY may terminate the Contract or the parties, by mutual agreement, may reduce Contract funding accordingly. COUNTY will notify CITY as soon as it receives notification from the funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Contract payments must be received within (60) days after the end of the Contract period. Final Billing not received within this specified time period will be the sole responsibility of CITY.

4. **TERMINATION** This agreement may be terminated by either party upon sixty (60) day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CITY shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

Jilliana Shultz
Department Director or Designee

Signature: _____

Date: _____

6/22/10

Name: _____

Please Print

Title: _____

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:

By: _____

J.W.

Assistant County Attorney

6/22/10

Date

By: _____

Paul Howe7/12/10

Date

Date: _____

Q3: April – June 2010 Q4: July – Sept 2010 Q5: Oct – Dec 2010 Q6: Jan-March 2011 Q7: April – June 2011 Q8: July – Sept 2011 Q9: Oct – Dec 2011 Q10: Jan – March 2012

ATTACHMENT B | **AMERICAN REINVESTMENT & RECOVERY ACT OF 2009**
CPPW SUB RECIPIENT REPORTING FORM FOR AWARDS OVER \$25,000

184019

Reporting Information

Award Type: [to be inserted by MCHD.] Award Number: [to be inserted by MCHD.]

Prime Recipient DUNS Number: [to be inserted by MCHD.]

Sub Recipient Information

Sub Recipient DUNS Number: [to be inserted by Contractor.]

Sub Recipient Congressional District: [to be inserted by MCHD.]

Sub Award Information

Sub Award Number (MCHD Contract Number): [to be inserted by MCHD.]

Amount of Sub Award: [to be inserted by MCHD.] Sub Award Date: [to be inserted by MCHD.]

Sub Recipient Place of Performance

Address 1: [to be inserted by Contractor.]

Address 2: [to be inserted by Contractor.]

City: [to be inserted by Contractor.] County: [to be inserted by Contractor.] ZIP Code + 4: [to be inserted by Contractor.]

Congressional District: [to be inserted by Contractor.]

Sub Recipient Highly Compensated Officers

Sub Recipient Indication of Reporting Applicability¹: ☐ Yes ☐ No

Officer Name	Annual Compensation Amount
#1:	
#2:	
#3:	
#4:	
#5:	

¹Sub Recipient Indication of Reporting Applicability: Check 'Yes' if in the Sub Recipient's preceding fiscal year, the Sub Recipient received 80%+ and \$25M+ annual gross revenue from contracts, loans, grants, & cooperative agreements and public does not have access to Sr. executive compensation, otherwise check 'No.' If 'Yes' is checked, provide the names and annual compensation of the 5 highly compensated officers.

This information is required for reporting under the American Reinvestment & Recovery Act (ARRA). The County is required to collect this data and you are required to submit this data as a condition of this Contract. You only need to submit this report once to your Project Manager with your first ARRA Contractor Reporting Form. Failure to file this report in a timely manner has funding implications from the Federal Government, including suspension or termination of the Project.

Your invoices for payment may be suspended until this report is received.

AMERICAN REINVESTMENT & RECOVERY ACT OF 2009 CONTRACTOR REPORTING FORM

NOTE: These are the minimum requirements. It is critical that you have a copy of the award letter and follow all funder requirements described in the award letter.

Contract Number: 4600008357

184019

Project Name and Number: Communities Putting Prevention to Work 1U58DP002481-01

Address of Project: 1120 SW Fifth Ave., Ste 800 Portland, OR 97204

Congressional District of Primary Work Location: 1

MANDATORY REPORT — This report is mandatory per 31 USC 1111 and other authorities listed in the American Reinvestment & Recovery Act (ARRA). The County is required to collect this data and you are required to submit this data as a condition of this Contract. This report is due to your Project Manager at the County on or before the first day of each calendar quarter during the term of this Contract (each January 1, April 1, July 1 and September 1). If the first day of the quarter is not a County business day (e.g. holiday or weekend), this report is due the prior business day. Failure to file this report in a timely manner has funding implications from the Federal Government, including suspension or termination of the Project.

Your invoices for payment may be suspended until this report is received.

See definitions and instructions for this report below.

1. This Report is for the calendar quarter ended: [insert date]
2. Percentage of Job Completeness (check ONLY one):
 - ☐ Not started
 - ☐ Less than 50% complete
 - ☐ More than 50% complete
 - ☐ Completed
3. Number of subcontracts you award under \$25,000¹ (see footnote below) _____
4. Total dollar value of subcontracts you award under \$25,000 \$_____
5. Number of **Jobs Created/Jobs Retained*** in this reporting quarter (FTE): _____
6. Cumulative number of **Jobs Created/Jobs Retained*** to date under this contract: _____
7. **Job Description(s)** for each Job Created/Job Retained:

***Definitions:**

Jobs Created/Jobs Retained is a combination of jobs created and jobs retained reported in full time equivalents (FTE). Use decimal notation to indicate fractional FTEs, for example 1.5 FTE. Do not round the number to the next integer. A Created Job is where you add a new employee to your payroll for purposes of this Contract. A Retained Job is where you maintain an existing employee on your payroll for the purposes of this contract, who would otherwise have been released.

Job Description is the job classification or title of the employee, e.g. Electrician, Plumber, Carpenter, Lab Technician, or other industry-recognized term.

FTE is calculated by the following formula:
$$\frac{\text{Cumulative Recovery Act Funded Hours Worked (Quarter 1...n)}}{\text{Cumulative Hours in a full-time schedule (Quarter 1...n)}} = \text{FTE}$$

¹ Report ONLY the subcontracts having a value under \$25,000.