Exhibit A

INTERGOVERNMENTAL AGREEMENT Contract Number 4600008374

This is an Agreement between City of Portland, Bureau of Planning and Sustainability (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 update and refine land use and transportation policies in the Portland Plan and Portland Comprehensive Plan to incorporate health and equity considerations, and shall identify and refine structures, methodologies and tools to ensure health and equity factors are considered in decision-making and evaluation processes.
 - 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
103-17 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.

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MULTNOMAH COUNTY, OREGON:	CONTRACTOR: - CITY
Department Director or Designee	Signature:
Date: 16/6/10	Name:Please Print
	Title:
AGNES SOWLE, COUNTY ATTORNEY FOR MULTNOMAH COUNTY Approved as to form:	APPROVED AS TO FORM
By: 7/6/X Assistant County Attorney Date	By: Jonda Prenger CITY ATTORNEY

ATTACHMENT B AMERICAN REINVESTMENT & RECOVERY ACT OF 2009 CPPW Sub Recipient Reporting Form for Awards over \$25,000

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 Contracted	or.]
Sub Recipient Congressional District: [to be inserted by I	MCHD.]
Sub Award Information	
Sub Award Number (MCHD Contract Number): [to be ins	erted 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 Contractor.]	ed by Contractor.] ZIP Code + 4: [to be inserted by
Congressional District: [to be inserted by Contractor.]	· .
Sub Recipient Highly Compensated Officers	
Sub Recipient Indication of Reporting Applicability ¹ :	′es
Officer Name	Annual Compensation Amount
#1:	,
#2:	•
#3:	
#4:	
#5:	
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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 involces for payment may be suspended until this report is received.

Community Action Plan Reference Sheet – A Healthy Active Multnomah County

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Partner Organization Name	1					***********						· · · · · · · · · · · · · · · · · · ·			·		<u> </u>	
Outcome Objective													7.00					
MAPPS Strategy(ies)		1											Objective	ve Targets	High-Risk Group	<u> Y</u>	es	No
Reportable Milestone Activit	tips		2019	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Status (Drop-Down) Complete	Activity-Related	Comments				
		7 7 1		4470	7- 8 NG	10-12/18	1-2/11	4-5/11	7-9/11	10-12/11					•			
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Quarterly Milestone Rating	 					een						Yellow		<u> </u>	Red			
Outcome Objective: A measureable change in supportive policy, systems, or environment that affects healthy behavior. Objective must be SMART. Objective should include a reference to any high-burden populations or communities being specifically targeted. If objective targets the general population of the Jurisdiction or the site is unable to specify in the objective, circle Yes or No in the box to the right of "Objective Targets High-Risk Group". MAPPS Strategy: One of an identified set of evidence-based actions that can be used to drive a policy, system, or environmental change objective.								r Group'.										
WATER Subsects. One of an iden	lineu set of evide	ורב-חפאבת פו	Lions	nstçan	pe usea	to orne	a policy	, systen	, or eny	ironmen	tai chan	ge objective.				ĺ		
Reportable Milestone Activities sufficient in quantity such that the	An agreed upon	list of key ev	ents o	r actions	s between	n the He	aith De	partme biective	nt and p	artner o	rganizati	lon that will be i	mplemented. Key eve	nts, if possibl	e, should be specifi	c, measur	able a	nđ
•				- Cm, Fins.														
Status: Complete: Activity is C	ompleted	IP-OS: Ac	tivity is	in Proc	ess – On	Schedul	e II	P-BS: In	Process	- Behin	d Sched	ule Past	Due: Activity is Not Co	implete and v	work is no longer pla	anned		
Coding for CAP Timeline: X = So period that the CAP work was ca	heduled this Quar inceled for).	ter; A=Adji	isted T	imeline	from ex	sting CA	P (zn "A	" would	l be incli	aded in a	box tha	nt was previously	/ empty); C= Canceled	Activity (a "(" would replace the	e "X" to re	eflect t	he time
Q3: April – June 2010	uly — S ept 2010	Q5: Oct -	Dec 2	010	Q6: J	in-March	2011	0.7	: April –	June 20:	11 (Q8: July – Sept 2	011 Q9: Oct - Da	ec 2011	Q10; Jan – March	2012		

ATTACHMENT C

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: 4600008374

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

Address of Project: 1900 SW 4th Ave., Ste 7100 Portland, OR 5380

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 Involces 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:

<u>Jobs Created/Jobs Retained</u> 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.

<u>Job Description</u> 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: Cumulative Recovery Act Funded Hours Worked (Quarter 1...n) = FTE

Cumulative Hours in a full-time schedule (Quarter 1...n)

¹ Report ONLY the subcontracts having a value <u>under</u> \$25,000.