

**CONTRACT  
BETWEEN**

**CLARK COUNTY, Department of Community Services**  
PO Box 5000, Vancouver, Washington 98666-5000, (360) 397-2130

AND

**EDUCATIONAL SERVICE DISTRICT #112**  
2500 NE 65th Ave.  
Vancouver WA 98682

**Program/Services Being Funded: RENT WELL TENANT EDUCATION PROGRAM**

**Contract Period: January 1, 2013 – December 31, 2014**

Community Agency Representative	Lead Agency (County) Contact
Dr. Twyla Barnes twyla.barnes@esd112.org (360) 750-7500 x 210	Kate Budd (360) 397-2075 ext 7832 kate.budd@clark.wa.gov

Clark County (the "Lead Agency"), and Educational Service District #112 (the "Community Agency") agree to the terms and conditions of the County's Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

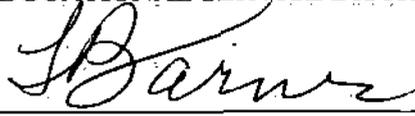
  
\_\_\_\_\_  
Bill Barron, County Administrator

1/24/13  
\_\_\_\_\_  
Date

APPROVAL AS TO FORM ONLY:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

FOR EDUCATIONAL SERVICE DISTRICT #112:

  
\_\_\_\_\_  
Signature

Superintendent  
\_\_\_\_\_  
Title

1/7/2013  
\_\_\_\_\_  
Date

## RENT WELL TENANT EDUCATION PROGRAM COMMUNITY AGENCY CONTRACT

This RENT WELL TENANT EDUCATION PROGRAM COMMUNITY AGENCY CONTRACT (the "Contract") is by and between the Clark County Community Services (the "Lead Agency"), and Educational Service District #112, (the "Community Agency"). This Contract is effective as of January 1, 2013 (the "Effective Date").

### I. DEFINITIONS

For purposes of this Contract, the following words have the meanings set forth next to them:

- a. "**Lead Agency**" means Clark County Community Services.
- b. "**Certified Instructor**" means Curriculum instructors who have completed the Rent Well Certified Instructor Training, passed the required test and signed a Rent Well Tenant Education Program Certified Instructor Contract.
- c. "**Certified Instructor Training**" means the Rent Well instructor certification training delivered by the City of Portland with Lead Agencies that an interested party completes to become a Trained Instructor.
- d. "**Washington State Instructor Training**" means the additional training provided by the Lead Agency to specify Washington State Landlord-Tenant and Fair Housing Laws.
- e. "**Curriculum**" means the Rent Well Tenant Education Program.
- f. "**Curriculum Materials**" means the Rent Well Tenant Education Program Participant Workbook, Instructor Manual, Participant Information Form, Course Evaluation, and other such documents developed as part of the Curriculum.
- g. "**Purpose**" is to provide information and tools to Target Population to acquire stable rental housing.
- h. "**Graduate**" means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- i. "**Landlord Guarantee Program**" means program that incents landlords to accept Graduates as tenants.
- j. "**Participant**" means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- k. "**Tenant Training**" means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- l. "**Trained Instructor**" means a person that has participated in and passed the requirements associated with Certified Instructor Training, but does not have a current, signed Rent Well Tenant Education Program Certified Instructor Contract.
- m. "**Target Population**" means those low-income persons who lack information regarding tenant's rights and responsibilities and who may have rental screening barriers.
- n. "**Territory**" means the region of Clark County.

### II. TERM

This Contract will run from the Effective Date until December 31, 2014 (the "Term"). The parties may renew the Contract by signing an extension in writing.

### III. REPRESENTATIVES

The persons listed on page one of this Contract are the representatives for the parties. Communications regarding this Contract will be sent to these representatives. The representatives may be updated at any time by one party giving written notice to the other, and such change in representatives will be effective upon the date the change is communicated, unless the notice provides for another effective date.

### IV. RESPONSIBILITIES

#### a. INSTRUCTOR CERTIFICATION

- i. **TRAINING.** Lead Agency will work with the City of Portland to organize and deliver Certified Instructor trainings to interested parties.
- ii. **TRAINING FEES.** City of Portland may charge reasonable fees to interested parties to cover its costs associated with Certified Instructor training or re-certifications.
- iii. **CERTIFIED INSTRUCTOR REQUIREMENT.** Community Agency must have one Certified Instructor on its staff or contractually related to teach the Curriculum and only Certified Instructors can teach the Curriculum.

#### b. LANDLORD GUARANTEE

- i. Lead Agency will clearly communicate with Community Agencies (and Certified Instructors) as to whether the Community Agencies are permitted to access a Landlord Guarantee Program for Lead Agency's Territory and the requirements for so accessing such a program.
- ii. Community Agency is solely responsible for complying with the requirements associated with accessing the Landlord Guarantee Program, as set forth in Lead Agency's written policy. Should Community Agency fail to comply with such requirements, it may not access the Landlord Guarantee Program. Further, Lead Agency may impose such conditions and/or requirements as it deems necessary for Community Agency to meet before Community Agency may again access such Landlord Guarantee.
- iii. Lead Agency may modify or terminate the Landlord Guarantee Program at any time by providing Community Agency with prior written notice of the modification or termination of the program.
- iv. Lead Agency will provide Community Agency with branded marketing flyers for landlords who may accept Rent Well Graduates as tenants and participate in the Landlord Guarantee Program.

#### c. MONITORING REQUIREMENTS. Community Agency is responsible for the following:

- i. Ensuring that Certified Instructors confirm Participants have met graduation requirements before Participants are issued a graduation certificate.
- ii. Ensuring that anyone teaching the Tenant Training on behalf of the Community Agency is a Certified Instructor who holds a valid Rent Well Tenant Education Program Certified Instructor Contract.
  1. Ensuring that individuals interested in teaching the Curriculum attend the Certified Instructor Trainings, that such persons pass the Certified Instructor Training test and sign a Rent Well Tenant Education Program Certified Instructor Contract before teaching the Curriculum, and that Certified Instructors meet requirements to remain certified, if they continue to teach.

2. Monitoring delivery of the Curriculum by Certified Instructors at its agency to ensure quality.
3. Promptly addressing any quality issues if a Certified Instructor is not delivering the Curriculum in a high-quality, professional manner.
4. Through its Certified Instructors, ensure Participants sign a release of information at the first class to permit Lead Agency to input information into the HMIS system through the Participant Information Form (which is part of the Curriculum) and allow monitoring by the Lead Agency.
5. Ensuring that its Certified Instructors comply with all other provisions of the Rent Well Tenant Education Program Certified Instructor Contract.

## V. COMMUNITY STANDARDS

- a. Community Agency must require Instructor to teach the Curriculum using the recommended session length for each section (70 minutes for a single section or 2.5 hours for a two-section session), to deliver all sessions to Participants in order, and to cover all Curriculum content with Participants before Participants are allowed to graduate.
- b. Community Agency must require Instructor to adhere to a instructor-student ratio of no more than 1 Certified Instructor to 12 Participants (or a 2:24 ratio) unless Instructor receives a waiver from Lead Agency. Certified Instructors may use teaching assistants who are not Certified Instructors, but they may not be counted for the purposes of acceptable instructor-student ratio.
- c. Community Agency must require Instructor to honor the following attendance policy:
  - i. If a Participant misses the first class, he/she must be dropped from that Tenant Training series, but may enroll in a future Tenant Training series.
  - ii. If a Participant misses one class (other than first class), he/she may make up that session by reviewing the material with Instructor or with a non-certified staff member at Community Agency. This review session must be documented.
  - iii. If a Participant misses more than 15 minutes of a class time in a single session, the Participant is considered to be absent for that session and must make up the class as described above in V(c)(ii) above.
  - iv. If a Participant is absent as defined in V(c)(ii) and V(c)(iii) above, he/she may not graduate, but Participant may enroll in a future Tenant Training series.
- d. Community Agency must require Instructor to not allow Participants to graduate unless they meet the minimum attendance, homework, and graduation requirements laid out in the My Action Plan in the Instructor Manual.

## VI. REPORTING REQUIREMENTS

Lead Agency and Community Agency may establish reporting requirements for Certified Instructors as part of its written policies. Community Agency will ensure its Certified Instructors meet reporting requirements.

## VII. NONDISCLOSURE

All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Community Agency (except if disclosure is permitted through a signed information release by Participants). Community Agency will hold such information in confidence, except as required by law or auditors, and as needed by to perform reporting obligations associated with this Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or

failure to act by Community Agency; (ii) was already in the Community Agency's possession at the time of its disclosure as shown by Community Agency's prior written records; (iii) is subsequently disclosed to Community Agency on a non-confidential basis by a third party or by Participant without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the Community Agency who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior consent of the other.

## VIII. LICENSING

- a. **OWNERSHIP OF CURRICULUM.** All materials licensed through this Contract, including the Curriculum and the Rent Well Marks, are owned or controlled by the City of Portland or by the party credited as the provider of a portion of the Curriculum. Community Agency agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum. Without limiting the foregoing, Community Agency specifically acknowledges and agrees that all information licensed pursuant to this Contract is subject to restrictions as described herein. Lead Agency is using the Curriculum and the Rent Well Trademarks under license by City.
- b. **COPYRIGHT.** Subject to the terms set forth in this Contract and for the Term (unless earlier terminated), Lead Agency grants to Community Agency a limited, nonassignable, nontransferable, royalty-free, non-sublicensable and nonexclusive license to reproduce and distribute the Curriculum for the sole purpose of enabling its affiliated Certified Instructor to teach the Curriculum using the Curriculum Materials solely for purposes of reaching the Target Population to further the Purpose in the Territory.
  - i. Community Agency may charge a fee to Participants if necessary to cover costs to deliver the Curriculum, but cannot make a profit. Community Agency will report all fees collected to Lead Agency on an annual basis.
- c. **LIMITATIONS.** Community Agency may not reproduce, sell, share or otherwise distribute the Curriculum if not in strict accordance with this Contract.
- d. **MODIFYING CURRICULUM.** Community Agency may not in any case modify, change or create derivative works of the Curriculum without Lead Agency prior written approval, which may be denied for any reason. Community Agency, with written approval from Lead Agency, may supplement the Curriculum and Curriculum Materials with completely original additional, and not inconsistent, activities and materials. Supplemental materials shall not be incorporated into the Curriculum or Curriculum Materials and shall not use the Rent Well name or logo. However, Community Agency shall not supplement the Curriculum using materials from any third-party tenant education programs under any circumstances.
- e. **UPDATING THE CURRICULUM.** Community Agency may propose updates to Lead Agency in writing. It is Lead Agency's discretion as to whether Lead Agency will forward the proposed updates to City of Portland. Any updates, modifications or changes to the Curriculum will be provided by Lead Agency to Community Agency in writing or electronically.
- f. **USE OF RENT WELL NAME AND LOGO.**
  - i. Subject to the terms set forth in this Contract and for the Term (unless earlier terminated) and subject to Lead Agency holding a valid license from the City of Portland, Lead Agency hereby grants a limited, non-exclusive, non-sublicensable, non-transferrable, and royalty-

free license to Community Agency to use the Rent Well name and logo (as set forth on Attachment A, collectively, the "Rent Well Marks") when marketing or delivering the Curriculum in the Territory to potential Participants and landlords who may participate in the Landlord Guarantee Program. All usage of the Rent Well Marks, in addition to the requirements contained herein, must be in accordance with the Trademark Style Manual, which may be updated from time-to-time by City of Portland.

- ii. The Rent Well Marks cannot be applied to other rental education programs without written permission from Lead Agency, and Lead Agency is required to obtain permission from City of Portland.
- iii. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
- iv. Community Agency is strictly prohibited from creating its own landlord marketing materials using the Rent Well Marks, however, it may create marketing flyers to recruit the Target Population.
- v. Community Agency recognizes the value of the good will associated with the Rent Well Marks and acknowledges that the Rent Well Marks and all rights therein including the good will pertaining thereto, belong exclusively to, and will inure to the benefit of, City of Portland.
- vi. Community Agency will comply with the marking provisions of the trademark laws of the Territory. The following marking must be included on any other materials including the Rent Well Marks as an acceptable form of marking: "Rent Well is a trademark of City of Portland, used under sublicense by [name of Community Agency]."

## IX. POLICING

Community Agency agrees to notify Lead Agency promptly of any suspected or known improper or unauthorized use of the Curriculum, Curriculum Materials or Rent Well Marks by third parties. No action, other than the above notification to Lead Agency, shall be taken by Community Agency for enforcement of the Curriculum, Curriculum Materials or Rent Well Marks. It is the intent of the parties that City be primarily responsible for all infringement enforcement, in City's sole discretion. In the event City pursues litigation or administrative proceedings against any third party for infringement of the Rent Well Marks, Curriculum Materials or the Curriculum, City shall solely control the prosecution of any such litigation or proceeding. In the prosecution of any such litigation or proceeding, Community Agency agrees to execute any and all documents and to do such other acts or things as may be necessary to carry out such prosecution, in the reasonable opinion of City of Portland's counsel.

## X. POLICY UPDATES

City of Portland, through the Lead Agency, retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. The Lead Agency will provide notice in writing or via email on the Rent Well list serve to Community Agencies and/or Certified Instructors in a timely manner regarding all new and modified policies.

## XI. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Community Agency shall fail to fulfill in timely and proper manner its obligations under this Contract, if Community Agency has unacceptably high claim rates against the Landlord Guarantee Program (as defined by Lead Agency) or if Community Agency shall violate any of the covenants, agreements, or stipulations

of this Contract, City shall have the right to terminate this Contract by giving written notice to Community Agency of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Notwithstanding the above, Community Agency shall not be relieved of liability to Lead Agency or City of Portland for damages sustained by Lead Agency or City of Portland by virtue of any breach of the Contract by Community Agency.

- b. **TERMINATION FOR LACK OF CONTRACT.** If Lead Agency does not have a valid, existing Contract with City of Portland, then this Contract shall terminate in ten (10) days.
- c. **TERMINATION FOR CONVENIENCE.** Lead Agency and Community Agency may terminate this Contract at any time by mutual written Contract. In addition, either party may terminate this Contract with ninety (90) days prior written notice to the other, or any reason in its sole discretion.
- d. **EFFECT OF TERMINATION.** If the Contract is terminated, Community Agency and any Certified Instructor on its staff must immediately cease to provide Tenant Trainings and must immediately return all copies of the Curriculum it has in its possession to Lead Agency. In addition, Community Agency must immediately cease using the Rent Well Marks and return or destroy any materials that contain the Rent Well Marks.
- e. **NON-DISCRIMINATION.** During the performance of this Contract, Community Agency agrees as follows:
  - i. Community Agency will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  - ii. Community Agency will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  - iii. Community Agency will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  - iv. Community Agency will comply with the equal employment and non-discrimination requirements of the Washington State Law Against Discrimination, RCW 49.60 and State Executive Orders 89-01, 93-03, 93-07.
  - v. Community Agency will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Community Agency will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.
- f. **ACCESS TO RECORDS.** Lead Agency, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Community Agency which are directly pertinent to this Contract, for the purpose

of making audit examination, excerpts, and transcriptions. All required records must be maintained by Community Agency for three years after termination of the Contract.

- g. **INDEMNIFICATION:** Community Agency shall hold harmless, defend, and indemnify City of Portland and Lead Agency, and City of Portland and Lead Agency's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Community Agency's work under this Contract.
- h. **WORKERS' COMPENSATION INSURANCE.**
  - i. Community Agency, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Washington State law, RCW 51.05 - Industrial Insurance, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Community Agency further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.
  - ii. In the event Community Agency's worker's compensation insurance coverage is due to expire during the term of this Contract, Community Agency agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided for in RCW 51.14, before its expiration, and Community Agency agrees to provide Lead Agency such further certification of worker's compensation insurance a renewals of said insurance occur. If Community Agency believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, Community Agency agrees to accurately complete City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by Community Agency shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, Lead Agency may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.
- i. **LIABILITY INSURANCE.**
  - i. Community Agency shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract, and shall provide that Clark County Community Services, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Community Agency will be driving or using a vehicle on behalf of Lead Agency, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:
  - ii. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Washington during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds Clark County, City of Portland and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest

had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to Lead Agency. If the insurance is canceled or terminated prior to completion of the Contract, Community Agency shall provide a new policy with the same terms. Community Agency agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Community Agency.

- iii. Community Agency shall maintain on file with Lead Agency a certificate of insurance certifying the coverage required under subsection (i). The adequacy of the insurance shall be subject to the approval of Lead Agency. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by Lead Agency. In lieu of filing the certificate of insurance required herein, Community Agency may furnish a declaration that Community Agency is self-insured for public liability and property damage.
  
- j. **SUBCONTRACTING AND ASSIGNMENT.** Community Agency shall not subcontract its work under this Contract, in whole or in part, without the written approval of Lead Agency, and Lead Agency is required to obtain permission from City. Community Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this Contract. Notwithstanding Lead Agency approval of a subcontractor, Community Agency shall remain obligated for full performance hereunder, and Lead Agency shall incur no obligation other than its obligations to Community Agency hereunder. Community Agency agrees that if subcontractors are employed in the performance of this Contract, Community Agency and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Community Agency shall not assign this Contract in whole or in part or any right or obligation hereunder, without prior written approval of Lead Agency. Subcontractors shall be responsible for adhering to all regulations cited within this Contract.
  
- k. **INDEPENDENT CONTRACTOR STATUS.** Community Agency is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Community Agency and its subcontractors and employees are not employees of Lead Agency or City and are not eligible for any benefits through either Lead Agency or City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
  
- l. **WASHINGTON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Washington. Any litigation between Lead Agency and Community Agency arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Clark County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Washington.
  
- m. **COMPLIANCE WITH LAWS.** In connection with its activities under this Contract, Community Agency shall comply with all applicable federal, state, and local laws and regulations.
  
- n. **SEVERABILITY.** If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
  
- o. **INTEGRATION.** This Contract contains the entire Contract between Lead Agency and Community Agency and supersedes all prior written or oral discussions or Contracts.

- p. **PROGRAM AND FISCAL MONITORING.** Lead Agency shall monitor on a regular basis to assure Contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by Lead Agency Representative.

**ATTACHMENT A  
LICENSED RENT WELL TRADEMARKS**

Rent Well

