

**RENT WELL TENANT EDUCATION PROGRAM
LEAD AGENCY CONTRACT**

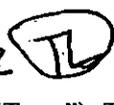
This RENT WELL TENANT EDUCATION PROGRAM LEAD AGENCY CONTRACT (the "Contract") is by and between City of Portland acting by and through its Portland Housing Bureau and Clark County (the "Lead Agency"). This Contract is effective as of January 1, 2011 (the "Effective Date").

I. DEFINITIONS

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

- a. **"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.
- b. **"Certified Instructor Training"** means the Rent Well instructor certification training delivered by City with Lead Agencies that an interested party completes to become a Trained Instructor.
- c. **"Curriculum"** means the Rent Well Tenant Education Program.
- d. **"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.
- e. **"Purpose"** is to provide information and tools to Target Population acquire stable rental housing.
- f. **"Graduate"** means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- g. **"Landlord Guarantee Program"** means program that incents landlords to accept Graduates as tenants.
- h. **"Participant"** means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- i. **"Tenant Training"** means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- j. **"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.
- k. **"Target Population"** means those low-income persons who lack information regarding tenant's rights and responsibilities and who may have rental screening barriers.
- l. **"Territory"** means the region of Multnomah County.

II. TERM

October 31, 2012 

This Contract will run from the Effective Date until ~~December 31, 2012~~ (the "Term"). The parties may renew the Contract by signing an extension in writing. Any Community Agency License Contracts with Lead Agency as a party will terminate with the expiration or termination of this Contract, unless otherwise agreed by City and Lead Agency.

RECEIVED

DEC 27 2010

**DEPARTMENT OF
COMMUNITY SERVICES**

III. REPRESENTATIVES

The following persons 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.

City Representative	Lead Agency Representative
Name: Tracy Lehto Address: 421 SW 6 th Ave, Suite 500, Portland, OR 97204 Telephone: (503) 823-2355 Email: tlehto@ci.portland.or.us Fax: (503) 823-2387	Name: Karen Evans, Program Coordinator Address: Clark County Department of Community Services PO Box 5000 Vancouver, WA 98666-5000 Telephone: (360) 397-2130 Email: Karen.evans@clark.wa.gov Fax: (360) 397-6128

IV. RESPONSIBILITIES

- a. **COMMUNITY AGENCIES.** Lead Agency may contract with Community Agencies to deliver Rent Well Tenant Training; provided that Lead Agency contract with Community Agencies in the form of Rent Well Tenant Education Program Community Agency Contract ("Community Agency Contract"), which is provided as Exhibit 1 and is attached. Community Agency Contracts may not be modified except to add in the name, address, and contact information specified in Community Agency Contract without the prior written consent of City. If Lead Agency and Community Agency require modifications to the Community Agency Contract other than those described above, they will notify City and City will approve or disapprove of the modification in its reasonable discretion. No sub-licensing, one-off presentations, or other use of the Curriculum or Curriculum Materials not specified as permissible by this Contract are permitted, without the prior written consent of City.
- b. **CERTIFIED INSTRUCTOR TRAINING.**
 - i. **TRAINING.** City will work with Lead Agency to coordinate and deliver Certified Instructor Training. Lead Agency agrees to help coordinate and deliver Certified Instructor trainings and re-certification sessions; provided, however, that all Certified Instructor trainings must be presented by City. Lead Agency cannot hold an independent Certified Instructor Training.
 - ii. **TRAINING FEES.** City may charge a reasonable fee to cover cost to deliver Certified Instructor Trainings, if necessary. However, Lead Agency staff will not be charged to attend Certified Instructor trainings or re-certifications.
 - iii. **CONTRACTING WITH CERTIFIED INSTRUCTORS.** Lead Agency will contract with Trained Instructors by signing the Rent Well Certified Instructor Contract, which is attached as Exhibit 2. Unless a Trained Instructor has a signed Certified Instructor Contract in place with a Lead Agency, he or she may not teach the Curriculum and will not be considered a Certified Instructor.

- c. **LANDLORD GUARANTEE.**
 - i. Lead Agency will clearly communicate with Community Agencies (and Certified Instructors) as to whether their Graduates are permitted to access a Landlord Guarantee Program for Lead Agency's Territory and the requirements for so accessing such a program.
 - ii. Lead Agency must manage the Landlord Guarantee Program as defined by the Subrecipient Contract between Lead Agency and the City to administer the Rent Well Landlord Guarantee Fund.

- d. **COMMUNICATIONS REQUIREMENTS.**
 - i. Lead Agency will require the Certified Instructors to sign up for the Rent Well list serve.

- e. **MONITORING REQUIREMENTS.** Lead 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 Community Agency License Contracts are signed by all agencies where Certified Instructors teach and that Community Agency License Contracts do not inadvertently expire.
 - iii. 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.
 - iv. Confirming periodically to City that all Certified Instructors teaching for Lead Agency or for Lead Agency's Community Agencies hold valid Rent Well Tenant Education Program Certified Instructor Contracts.
 - v. Monitoring delivery of the Curriculum at Lead Agency and Community Agencies to ensure quality.
 - vi. Promptly addressing any quality issues if the Curriculum is not being delivered in a high-quality, professional manner, including, if needed, terminating the underperforming Certified Instructor's Rent Well Tenant Education Program Certified Instructor Contract or Community Agency Contracts.
 - vii. Through its Community Agency and Certified Instructors, must ensure Participants sign a release of information at the first class to permit Lead Agency to release information to City and State of Oregon Housing and Community Services in the Participant Information Form (which is part of the Curriculum) and to allow monitoring.
 - viii. Lead Agency will require Instructors to comply with the Community Standards set forth in the Rent Well Certified Instructor Contract, and all other provisions of the Rent Well Certified Instructor Contract.

- f. **REPORTING REQUIREMENTS.** Lead Agency may establish its own reporting requirements for Community Agencies and Certified Instructors in its written policies; provided that Lead Agency is responsible for, at a minimum, reporting to City the number of graduates from the Rent Well Curriculum for each fiscal year (July 1- June 30) by August 30 of each year. In addition, Lead Agency will provide Participant and Graduate names to City within a reasonable period of time after completion of the class, if requested.
- g. **NONDISCLOSURE.** All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Lead Agency (except if disclosure is permitted through a signed information release by Participants). Lead 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 Lead Agency; (ii) was already in the Lead Agency's possession at the time of its disclosure as shown by Lead Agency's prior written records; (iii) is subsequently disclosed to Lead 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 Lead 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.

V. **DELIVERY OF THE CURRICULUM.** In addition to the requirements set forth in this Contract, Lead Agency is responsible for the following:

- a. The Curriculum Materials will be utilized in each Tenant Training and followed to ensure that learning objectives are adequately covered.
- b. No omissions will be made to the instructional content of Curriculum Materials.
- c. The Curriculum Materials, in whole or in part, may not be used in the creation of a new course without the prior written permission by City.
- d. Curriculum updates, which may be forwarded electronically, will be promptly inserted into the Curriculum Materials and/or forwarded to all Certified Instructors who maintain copies of the Curriculum Materials.
- e. Lead Agency will inform City of new Certified Instructors within 15 days of receiving such notice from Community Agency.
- f. Lead Agency must inform City of any Certified Instructors who are no longer teaching for a specific Community Agency or who have had their Certified Instructor Contracts terminated within 15 days of such change.
- g. Lead Agency will require Community Agencies to permit Lead Agency staff to monitor Curriculum delivery in a Tenant Training, and collect feedback from Participants through surveys and any other evaluation methods Lead Agency deems reasonable.
- h. Lead Agency may remove a Certified Instructor from its Certified Instructor listing if such Certified Instructor is not meeting his or her delivery requirements and/or quality standards (and Lead Agency terminates the Certified Instructor's Rent Well Tenant Education Program Certified Instructor Contract).

VI. LICENSING

- a. **OWNERSHIP OF CURRICULUM.** All materials licensed through this Contract, including the Curriculum, the Curriculum Materials and the Rent Well Marks, are owned or controlled by City or by the party credited as the provider of a portion of the Curriculum. Lead Agency agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum and Curriculum Materials. Without limiting the foregoing, Lead Agency specifically acknowledges and agrees that all information licensed pursuant to this Contract is subject to restrictions as described herein.
- b. **COPYRIGHT.** Subject to the terms set forth in this Contract and for the Term (unless earlier terminated), City grants to Lead Agency a limited, nontransferable, nonassignable, royalty-free, sublicensable (as set forth in the terms below) and nonexclusive license to use, reproduce, teach (by Certified Instructors only) and distribute the Curriculum and Curriculum Materials to Participants only solely for purposes of reaching the Target Population to further the Purpose in the Territory and in accordance with the following requirements:
 - i. Lead Agency may reproduce and distribute the Curriculum Materials to Participants, Certified Instructors and Community Agencies only (if any).
 - ii. Lead Agency may charge a fee to Participants if necessary to cover costs to deliver the Curriculum, but cannot make a profit. Lead Agency will report all fees collected to City on an annual basis.

Lead Agency may not use, reproduce, teach (by Certified Instructors or otherwise), sell, share, or otherwise distribute the Curriculum unless in furtherance of the Purpose in its Territory and as part of Rent Well Tenant Training, unless Lead Agency receives prior written consent from City.

- c. **COPIES OF THE CURRICULUM.** City will make one master paper or electronic copy of the current Curriculum available to Lead Agency. Lead Agency is responsible for making and providing copies of Participant Curriculum Materials for classes it delivers (or having Community Agency do so, in Lead Agency's discretion). City is not responsible for printing copies of the Curriculum Materials for Certified Instructors or Community Agencies.
- d. **MODIFYING CURRICULUM.** Lead Agency may modify the Curriculum and Curriculum Materials only if Lead Agency receives City's written approval of any such changes, which will not be unreasonably denied. In addition, 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, Lead Agency shall not supplement or modify the Curriculum using materials from any third-party tenant education programs under any circumstances.

- e. **UPDATING THE CURRICULUM.** City will reasonably update the Curriculum based on Lead Agency and Certified Instructor feedback and law changes. Any updates, modifications or changes to the Curriculum will be provided to Lead Agency in writing or electronically.
- f. **ABILITY TO SUBLICENSE.** Lead Agency may enter into sublicense agreements with Community Agencies to service the Target Population within the Territory by entering into Rent Well Tenant Education Program Community Agency Contract; in the form set forth in Exhibit 1.
- g. **USE OF RENT WELL NAME AND LOGO.**
 - i. Subject to the terms of this Contract and for the Term only, City hereby grants a limited, non-transferrable, nonassignable, sublicensable (as set forth below), royalty-free license to Lead 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 and on Curriculum Materials in the Territory to potential Community Agencies, Target Population and landlords who may participate in the Landlord Guarantee (the "Trademark License"), in accordance with the Trademark Style Manual, which may be updated from time-to-time by City.
 - ii. Lead Agency may sublicense the Trademark License set forth herein to Community Agencies as set forth in the Rent Well Tenant Education Program Community Agency Contract; provided, however, that Community Agencies are *strictly prohibited* from creating its own marketing materials as set forth in Section VI(g)(v), below.
 - iii. The Rent Well Marks cannot be applied to other rental education programs without written permission from City.
 - iv. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
 - v. If Lead Agency wants to create its own marketing materials using the Rent Well Marks, City must approve final design in writing; however, Lead Agency may not, under any circumstance, modify the Rent Well Marks.
 - vi. Lead 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.
 - vii. Lead Agency will comply with the marking provisions of the trademark laws of the Territory. The following marking must be included on any materials other than the Curriculum that incorporate the Rent Well Marks: "Rent Well is a trademark of City of Portland, used under license by [Lead Agency]."

VII. POLICING

Lead Agency agrees to notify City 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 City, shall be taken by Lead Agency for enforcement of the Curriculum, Curriculum Materials or Rent Well Marks without the prior written consent of City, which consent may be denied, withheld or delayed in City's sole discretion. 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 or the Curriculum, City shall solely control the prosecution of any such litigation or proceeding. In the prosecution of any such litigation or proceeding, Lead 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's counsel.

VIII. POLICY UPDATES

City retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. City will provide 30 days prior written notice to any policy change or creation to Lead Agency. Lead Agency will, in turn, provide notice to Community Agencies and/or Certified Instructors in a timely manner. City will provide all new and modified policies in writing to Lead Agency, and as appropriate, via email on the Rent Well list serve.

IX. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Lead Agency shall materially and substantially fail to fulfill in timely and proper manner its obligations under this Contract, or if Lead 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 Lead Agency of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination.
- b. **EFFECT OF TERMINATION.** If the Contract is terminated, Lead Agency may continue to use the then-current version of the Curriculum and Curriculum Materials, without the name Rent Well or any Rent Well Marks, for the Purpose (as a core service) to its own clients in the Territory; provided, however, that Lead Agency may not sell or license the Curriculum and Curriculum Materials to third parties. Further, Lead Agency must immediately cease using the Rent Well Marks upon termination of the Contract, and must either return or destroy all materials that contain the Rent Well Marks (except for the one copy of the Curriculum Materials, and those materials should have the Rent Well Marks removed as soon as feasible).

- c. **NON-DISCRIMINATION.** During the performance of this Contract, Lead Agency agrees as follows (and Lead Agency will require its Community Agency and its Certified Instructors to comply as well):
 - i. Lead 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. Lead 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. Lead Agency will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - iv. Lead Agency will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - v. Lead 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, Lead 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.

- d. **ACCESS TO RECORDS.** City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Lead 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 Lead Agency for three years after the termination of the Contract.

- e. **INDEMNIFICATION.** Lead Agency shall hold harmless, defend, and indemnify City and City'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 Lead Agency's work or any subcontractor's work under this Contract.

- f. **WORKERS' COMPENSATION INSURANCE.**
 - i. Lead Agency, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, 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. Lead Agency further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.
 - ii. In the event Lead Agency's worker's compensation insurance coverage is due to

expire during the term of this Contract, Lead Agency agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Lead Agency agrees to provide City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur. If Lead Agency believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, Lead 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 Lead Agency shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, City may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.

g. **LIABILITY INSURANCE.**

- i. Lead 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 City of Portland, 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 Lead Agency will be driving or using a vehicle on behalf of City, 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 Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds City 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 City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, Lead Agency shall provide a new policy with the same terms. Lead 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 Lead Agency.
- iii. Lead Agency shall maintain on file with City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by City. In lieu of filing the certificate of insurance required herein, Lead Agency

shall furnish a declaration that Lead Agency is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- h. **SUBCONTRACTING AND ASSIGNMENT.** Lead Agency shall not subcontract its work under this Contract, in whole or in part, without the written approval of City. Lead 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 City approval of a subcontractor, Lead Agency shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Lead Agency hereunder. Lead Agency agrees that if subcontractors are employed in the performance of this Contract, Lead Agency and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Lead Agency shall not assign this Contract in whole or in part or any right or obligation hereunder, without prior written approval of City. Subcontractors shall be responsible for adhering to all regulations cited within this Contract.
- i. **INDEPENDENT CONTRACTOR STATUS.** Lead Agency is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Lead Agency and its subcontractors and employees are not employees of City and are not eligible for any benefits through City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- j. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No City officer or employees who participated in the award of this Contract shall be employed by Lead Agency during the period of the Contract.
- k. **OREGON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Oregon. Any litigation between City and Lead Agency arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- l. **COMPLIANCE WITH LAWS.** In connection with its activities under this Contract, Lead Agency shall comply with all applicable federal, state, and local laws and regulations.
- m. **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.
- n. **INTEGRATION.** This Contract contains the entire Contract between City and Lead Agency and supersedes all prior written or oral discussions or Contracts.

- o. PROGRAM AND FISCAL MONITORING. City through the Portland Housing Bureau 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 City Representative.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

City:
 By: Jacob Fox for MSV
 Print Name: Jacob Fox
 Title: Portland Housing Bureau Director
 Date: 12.20.10

Lead Agency:
 By: Bill Barron
 Print Name: Bill Barron
 Title: Clark County Administrator
 Date: 12/21/10

Approved as to form
APPROVED AS TO FORM
 By: Linda Menz
 Print Name: CITY ATTORNEY
 Title: City Attorney
 Date: 12-21-10

APPROVED AS TO FORM
Charles D. Brown
 Deputy Prosecuting Attorney

**ATTACHMENT A
LICENSED RENT WELL TRADEMARKS**

Rent Well



EXHIBIT 1
RENT WELL TENANT EDUCATION PROGRAM
COMMUNITY AGENCY CONTRACT

This RENT WELL TENANT EDUCATION PROGRAM COMMUNITY AGENCY CONTRACT (the "Contract") is by and between [SPECIFY] (the "Lead Agency") and [SPECIFY] (the "Community Agency"). This Contract is effective as of [SPECIFY] (the "Effective Date").

I. DEFINITIONS

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

- a. **"City"** means the City of Portland, acting by and through its Portland Housing Bureau.
- b. **"Certified Instructor"** means Curriculum instructors who have completed the Rent Well Tenant 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 City with Lead Agencies that an interested party completes to become a Trained Instructor.
- d. **"Curriculum"** means the Rent Well Tenant Education Program.
- e. **"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.
- f. **"Purpose"** is to provide information and tools to Target Population acquire stable rental housing.
- g. **"Graduate"** means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- h. **"Landlord Guarantee Program"** means program that incents landlords to accept Graduates as tenants.
- i. **"Participant"** means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- j. **"Tenant Training"** means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- k. **"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.
- l. **"Target Population"** means those low-income persons who lack information regarding tenant's rights and responsibilities and who may have rental screening barriers.
- m. **"Territory"** means the region of [SPECIFY].

II. TERM

This Contract will run from the Effective Date until [SPECIFY] (the "Term"). The parties may renew the Contract by signing an extension in writing.

III. REPRESENTATIVES

The following persons 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.

Lead Agency Representative	Community Agency Representative
Name: [SPECIFY]	Name: [SPECIFY]
Address: [SPECIFY]	Address: [SPECIFY]
Telephone: [SPECIFY]	Telephone: [SPECIFY]
Email: [SPECIFY]	Email: [SPECIFY]
Fax: [SPECIFY]	Fax: [SPECIFY]

IV. RESPONSIBILITIES

a. INSTRUCTOR CERTIFICATION.

- i. **TRAINING.** City will work with Lead Agency to coordinate and deliver Certified Instructor trainings to interested parties.
- ii. **TRAINING FEES.** City 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.
 - iii. 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.
 - iv. Monitoring delivery of the Curriculum by Certified Instructors at its agency to ensure quality.
 - v. Promptly addressing any quality issues if a Certified Instructor is not delivering the Curriculum in a high-quality, professional manner.
 - vi. Through its Certified Instructors, ensure Participants sign a release of information at the first class to permit Lead Agency to release information to City and State of Oregon Housing and Community Services in the Participant Information Form (which is part of the Curriculum) and allow monitoring by Lead Agency and City.
 - vii. Ensuring that its Certified Instructors comply with all other provisions of the Rent Well Tenant Education Program Certified Instructor Contract (“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 City 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 and City's 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. 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, 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.
 - 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.
 - 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.
 - 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's counsel.

X. POLICY UPDATES

City, through Lead Agency, retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. 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 City) 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 City for damages sustained by City 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, then this Contract shall terminate in ten (10) days.
- c. **TERMINATION FOR CONVENIENCE.** City 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 Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - 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.** City or 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 and Lead Agency, and City 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 Oregon Worker's Compensation law and shall comply with ORS 656.017, 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 by Chapter 656 of the Oregon Revised Statutes, 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 City of Portland, 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 Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds Lead Agency, City 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 (a). 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 shall furnish a declaration that Community Agency is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- 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. **OREGON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Oregon. 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 Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- 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 through the Portland Housing Bureau 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

Lead Agency:

Community Agency:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT 2
RENT WELL TENANT EDUCATION PROGRAM
CERTIFIED INSTRUCTOR CONTRACT

This RENT WELL TENANT EDUCATION PROGRAM CERTIFIED INSTRUCTOR CONTRACT (the "Contract") is by and between Clark County (the "Lead Agency") and _____ (the "Instructor"). This Contract is effective as of _____, 20__ (the "Effective Date").

I. DEFINITIONS

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

- a. "**City**" means the City of Portland, acting by and through its Portland Housing Bureau.
- 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 City with Lead Agencies that an interested party completes to become a Trained Instructor.
- d. "**Curriculum**" means the Rent Well Tenant Education Program.
- e. "**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.
- f. "**Purpose**" is to provide information and tools to Target Population acquire stable rental housing.
- g. "**Graduate**" means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- h. "**Landlord Guarantee Program**" means program that incents landlords to accept Graduates as tenants.
- i. "**Participant**" means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- j. "**Tenant Training**" means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- k. "**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.
- l. "**Target Population**" means those low-income persons who lack information regarding tenant's rights and responsibilities and who may have rental screening barriers.
- m. "**Territory**" means the region of Multnomah County.

II. TERM

This Contract will run from the Effective Date until _____, 20__ (the "Term"). The parties may renew the Contract if Instructor completes recertification requirements and signs an extension in writing.

III. REPRESENTATIVES

The following persons 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.

Lead Agency Representative	Instructor
Name:	Name:

IV. RESPONSIBILITIES

a. MAINTAINING CERTIFICATION.

Instructor must teach at least one class per year and must attend at least one recertification session annually (several will be offered each year) in order to maintain certification.

b. LANDLORD GUARANTEE.

- i. Lead Agency will communicate with Instructor as to whether Instructor's Graduates are permitted to access a Landlord Guarantee Program for Lead Agency's Territory and the requirements for so accessing such a program.
- ii. Lead Agency may modify or terminate the Landlord Guarantee Program at any time by providing Instructor with prior written notice of the modification or termination of the program.

c. COMMUNICATIONS REQUIREMENTS.

- i. Instructor will use its Lead Agency or Community Agency-assigned email address (unless Certified Instructor is a volunteer and does not have an agency e-mail address) and will sign up for the Rent Well list serve. Instructor will check his or her email on at least a weekly basis.
- ii. Sixty days before a new Tenant Training series with slots open to the public begins, Instructor will provide 211 *info* (to be listed on the Housing Connections website) notice including in who is eligible to take the Tenant Training, the time, date, location, and contacts.

d. MONITORING REQUIREMENTS. Instructor will cooperate with City, Lead Agency or Community Agency in their attempts to:

- i. Ensure that Instructor confirms that Participants have met graduation requirements.
- ii. Monitor delivery of the Curriculum by Instructors to ensure quality.
- iii. Promptly address any quality issues if the Curriculum is not being delivered in a high-quality, professional manner.

- e. **REPORTING REQUIREMENTS.** Lead Agency may establish reporting requirements for Instructors as part of its written policies. Instructor will submit Participant Information Forms to Lead Agency within 10 business days after a Participant becomes a Graduate.
- f. Moreover, Instructors must ensure Participants sign a release of information at the first class to permit the Lead Agency to monitor class and release information to City and State of Oregon Housing and Community Services in the Participant Information Forms (which is part of the Curriculum).

V. DELIVERY OF THE CURRICULUM. In addition to the requirements set forth in this Contract, Instructor is responsible for the following:

- a. Instructor cannot charge a fee to Participants to attend the Tenant Training. However, the Community Agency under which Instructor delivers Tenant Training may charge a fee if necessary to cover costs to deliver the class, but cannot make a profit on the provision of the Curriculum to Participants.
- b. Instructor may only disclose Participant information as permitted by the Participant in the signed Participant release.
- c. Instructor cannot deliver the Curriculum independently and must be affiliated with either Lead Agency or one of Lead Agency's Community Agencies.
- d. Lead Agency will collect feedback regarding the Curriculum and Curriculum Materials from Instructor and provide that feedback to City at least once per year.
- e. Instructor will use and follow the Curriculum Materials in each Tenant Training to ensure that learning objectives are adequately covered.
- f. No omissions will be made to the instructional content of Curriculum or the Curriculum Materials.
- g. The Curriculum, Materials in whole or in part, may not be used in the creation of a new course.
- h. Curriculum updates, which may be forwarded electronically, will be promptly inserted into Instructor Manuals or Participant Workbook.
- i. Instructor will permit City, Lead Agency, or his/her Community Agency staff or other representatives to monitor Curriculum delivery in class, and collect feedback from Participants through surveys and any other evaluation methods Lead Agency deems reasonable.
- j. Instructor will ensure Participants complete class evaluation forms at the last class. Instructor will use evaluations to improve class delivery, report Curriculum-based concerns to Lead Agency. In addition, Instructor will provide copies of all evaluation forms to Lead Agency or City upon request.
- k. Instructor will provide Participants with a three-ring binder for their copy of the Participant Workbook and a bi-fold folder with two pockets for their Housing Portfolio items.
- l. Instructor will issue Participants with graduation certificates, upon the Participants meeting the Graduation Standards, as set forth in Section VII(d), below.

VI. NONDISCLOSURE. All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Instructor (except if disclosure is permitted through a signed information release by Participants). Instructor 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 Instructor; (ii) was already in the

Instructor's possession at the time of its disclosure as shown by Instructor's prior written records; (iii) is subsequently disclosed to Instructor 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 Instructor 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.

VII. COMMUNITY STANDARDS

- a. Instructor must 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), deliver all sessions to Participants in order, and cover all Curriculum content to graduate Participants.
- b. Instructor must adhere to a instructor-student ratio of no more than 1 instructor to 12 Participants (or a 2:24 ratio) unless Instructor received 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 ration
- c. Instructor must 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 the Lead or 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.
 - iv. If a Participant misses more than one class, he/she may not graduate. 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. Instructor must 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.

VIII. LICENSING

- a. **OWNERSHIP OF CURRICULUM.** All materials licensed through this Contract, including the Curriculum and the Curriculum Materials, are owned or controlled by City or by the party credited as the provider of a portion of the Curriculum. Instructor agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum. Without limiting the foregoing, Instructor 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.
- b. **COPYRIGHT.** Subject to the terms of this Contract and for the Term (unless earlier terminated), Lead Agency grants to Instructor a limited, non-transferable, royalty-free, non-sublicensable, non-assignable and nonexclusive license to use and teach the Curriculum Materials solely for purposes of teaching Participants in the Territory.
- c. **COPIES OF THE CURRICULUM.** Lead Agency will make the Curriculum available to

Instructor in a form deemed appropriate by Lead Agency.

- d. **LIMITATIONS.** Instructors are strictly prohibited from modifying, creating derivatives, selling, sharing or otherwise distributing Curriculum and related materials outside of delivering Tenant Trainings to Participants without the prior written approval of City.
- e. **MODIFYING AND UPDATING THE CURRICULUM.** Instructor may not in any case modify, change or create derivative works of the Curriculum. Instructor may propose updates to Lead Agency in writing. It is in Lead Agency's sole discretion as to whether Lead Agency will forward the proposed updates to City. Any updates, modifications or changes to the Curriculum will be provided by Lead Agency to Instructor in writing or electronically. Instructor, 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, Instructor shall not supplement the Curriculum using materials from any third-party tenant education programs under any circumstances.
- f. **ABILITY TO SUBLICENSE.** Instructor is strictly prohibited from sublicensing its rights or responsibilities under this Contract and any license contained herein.
- g. **INFORMATION REGARDING USE OF RENT WELL NAME AND LOGO**
 - i. Lead Agency and Community Agency has certain limited rights to use the Rent Well name and logo (as set forth on Attachment A, collectively, the "Rent Well Marks"). This section just provides Instructor with an overview as to Instructor's ability to use the Rent Well Marks when advertising the Curriculum to potential Participants that are part of the Target Population. 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.
 - ii. Lead Agency and Community Agency are permitted to use the Rent Well Marks in conjunction with advertising Tenant Trainings. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
 - iii. Instructor (through Lead Agency or Community Agency, subject to either agency's permission) 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.
 - iv. Instructor 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.
 - v. Instructor will comply with the marking provisions of the trademark laws of the Territory.

IX. POLICING

Instructor 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 Instructor 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, Instructor 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's counsel.

X. POLICY UPDATES

City retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. City (via Lead Agency) will provide notice in writing or via email on the Rent Well list serve to Certified Instructors in a timely manner regarding all new and modified policies. In addition, Instructor is responsible for checking his or her email for any new or modified policies.

XI. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Instructor shall fail to (i) fulfill in timely and proper manner its obligations under this Contract, (ii) if Instructor violates any of the covenants, agreements, or stipulations of this Contract, (iii) if Instructor has unacceptably high claim rates against the Landlord Guarantee Program or (iv) if Instructor does not teach the Curriculum in a professional, responsible manner in accordance with the Curriculum requirements, Lead Agency shall have the right to terminate this Contract by giving written notice to Instructor of such termination and specifying the effective date thereof at least 5 business days before the effective date of such termination. Notwithstanding the above, Instructor shall not be relieved of liability for damages sustained by virtue of any breach of the Contract by Instructor.
- b. **TERMINATION FOR LACK OF CONTRACT.** If Lead Agency does not have a valid, existing Contract with City, then this Contract shall terminate in ten (10) days.
- c. **TERMINATION FOR CONVENIENCE.** Instructor and Lead Agency may terminate this Contract at any time by mutual written consent. In addition, either party may terminate this Contract with thirty days prior written notice to the other, or any reason in its sole discretion.
- d. **EFFECT OF TERMINATION.** If the Contract is terminated, Instructor must immediately cease using the Curriculum, and must return all copies of the Curriculum and any related materials within three (3) days of such termination. Instructor may no longer use the Curriculum or the Rent Well Marks.
- e. **NON-DISCRIMINATION.** During the performance of this Contract, Instructor agrees as follows:

- i. Instructor 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. Instructor 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. Instructor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - iv. Instructor will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - v. Instructor 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, Instructor 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. City or Lead Agency, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Instructor which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by Instructor for three years after expiration of this Contract.
- g. SUBCONTRACTING AND ASSIGNMENT. Instructor shall not subcontract its work under this Contract, in whole or in part.
- h. INDEPENDENT CONTRACTOR STATUS. Instructor is not an employee of City and is not eligible for any benefits through City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. If Instructor is not an employee of Lead Agency, Instructor is not eligible for any benefits through Lead Agency, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- i. OREGON LAWS AND FORUM. This Contract shall be construed according to the laws of the State of Oregon. Any litigation between Lead Agency and Instructor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- j. 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.

- k. PROGRAM MONITORING. City through the Portland Housing Bureau 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 City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

Lead Agency:

Instructor:

By: _____

By: _____

Print Name:

Print Name:

Title:

Agency:

Date: _____

Date: _____

Address:

Address: _____

Telephone:

Telephone: _____

Email:

Email: _____

**ATTACHMENT A
LICENSED RENT WELL TRADEMARKS**

Rent Well

