

**SUB-CONTRACT UNDER MASTER AOC CONTRACT NUMBER PSC22019
BETWEEN THE DISPUTE RESOLUTION CENTER OF KITSAP COUNTY, AS
LEAD FISCAL AGENT FOR RESOLUTION WASHINGTON, AND ERPP
CENTERS WITHIN
RESOLUTION WASHINGTON**

This agreement is made and entered into by centers authorized by a Standing Order to operate an Eviction Resolution Pilot Program (ERPP) and the Dispute Resolution Center of Kitsap County (DRC Kitsap), as Lead Fiscal Agent (Contractor), for Resolution Washington.

PURPOSE

For the Contractor to engage with authorized centers for the purposes of managing and distributing funding to said organization in order to provide and support an Eviction Resolution Pilot Program (ERPP) by offering Eviction Resolution Services (ERS) as authorized by the Superior Court in their county, in accordance with Chapter 115, Laws of 2021 (SB 5160), and to provide these services through qualified and trained Eviction Resolution Specialists and mediators who will facilitate resolution of rent payment disputes prior to the filing of an unlawful detainer action.

DEFINITIONS

For purposes of this Contract, the following definitions apply:

1. "Contractor" means the Dispute Resolution Center of Kitsap County (DRC Kitsap)
2. "Sub-contractor" (DRC) means an authorized member of Resolution Washington which has a relevant Standing Order to offer the ERPP.
3. "Tenant" means an individual who as a result of the COVID-19 emergency has been unable to pay rent for any period since February 2020 and who faces eviction as a result of that failure to pay rent.
4. "Landlord" means the individual or entity to whom/which tenant is obligated to pay rent under the terms of a rental agreement governed by the Residential Landlord Tenant Act, RCW 59.18.
5. "Eviction Resolution Pilot Program" or ERPP means a county program based upon the tenets identified in their county's Standing Order.
6. "Eviction Resolution Services" or "ERS" means services intended to divert unlawful detainer cases based on nonpayment of rent through effective and fair conflict resolution and alternative dispute resolution processes with the assistance of impartial eviction resolution specialists, in compliance with any standing order issued by the relevant Superior Court.
7. "Eviction Resolution Specialist" means a person trained and provided by a local Dispute Resolution Center.
8. "Participating county" means a county where the Superior Court has authorized an ERPP in compliance with Chapter 115, Laws of 2021 (SB 5160)

PERIOD OF PERFORMANCE

The period for performance of this Contract is July 1, 2021 through June 30, 2023 unless otherwise amended by mutual agreement of the parties.

SCOPE OF WORK

1. After the relevant Superior Court has issued a Standing Order mandating use of the ERPP, each pilot DRC must provide ERS in accordance with the Standing Order and in accordance with the Eviction Resolution Pilot Program process.
2. In non-participating counties, Sub-Contractor may encourage landlords and tenants to voluntarily participate in a structured resolution process but may not expend any state funds to do so and may not seek reimbursement from Administrative Office of the Courts (AOC) under this contract for any such expenditures.
3. Sub-Contractor ensures that ERS services are provided only through qualified and trained Eviction Resolution Specialists and mediators in a manner consistent with the Purpose of the program.
4. Sub-Contractor will submit invoices once per month, that are in compliance with their budget as shown on Attachment 2 of this Sub-Contract and all other relevant requirements, and specifically including the following information with each invoice:
 - a. Contract Number PSC22019;
 - b. Sub-Contractor name, address, phone number;
 - c. Description of Services provided, including but not limited to the county for which the services were expended;
 - d. All documentation necessary to ensure all expenses are limited to expenses necessary to operate an ERPP in a participating county
 - e. Certification that invoices are true, correct, reflect only expenses in compliance with their budget as listed in Attachment 2 and that the expenses are solely claimed under this funding sub-contract for reimbursement;
 - f. Date(s) Services were provided; and
 - g. Total Invoice Price.
5. Invoices paid under this Sub-Contract will not exceed the budget allocation for the specific center, as shown in Attachment 2 of this sub-contract, unless specifically allowed by the Contractor.
6. The parties acknowledge that each pilot County's Superior Court has designated or will designate to AOC and the local DRC the judicial officer or officers who will serve as the procedural point person or persons to work with the DRC and other relevant stakeholders on the implementation and ongoing administration of the ERPP.

INDEPENDENT CAPACITY.

The parties recognize and affirm that the Sub-Contractor and its agents and employees, as well as its subcontractors and their agents and employees, are independent contractors having no relationship to the AOC or the County Superior Court issuing the Standing Order, except to provide professional ERS to the persons eligible for services under this Sub-Contract. Neither Sub-Contractor nor any employee of Sub-Contractor is an employee of the AOC or any pilot Superior Court. Sub-Contractor will provide the Contractor a valid Washington Uniform Business Identification number and valid taxpayer identification number before commencement of work under this Sub-Contract. Sub-Contractor is solely responsible for the timely payment of any taxes, assessments, statutory workers compensation, or employer's liability insurance as required by federal or state law for Sub-Contractor and any employees thereof.

INDEMNIFICATION

The Sub-Contractor will defend, indemnify and hold harmless the Contractor, Resolution Washington, AOC and the State of Washington from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Sub-Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Sub-Contractor resulting in injury or damage to persons or property during the time when the Sub-Contractor or any officer, agent, employee, servant thereof has or is performing services pursuant to this Sub-Contract. In the event that any action, suit or proceeding related to the services performed by the Sub-Contractor or any officer, agent, employee, servant under this Sub-Contract is brought against the Sub-Contractor, the Sub-Contractor must, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the Contractor and AOC by certified mail.

Sub-Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

REPORTING.

By January 1, 2022, and again by January 1, 2023, Sub-Contractor must submit to Contractor and the presiding judge of their County Superior Court or their designee a statistical report documenting for each DRC engaged:

- (1) The number of unlawful detainer actions for nonpayment of rent that were subject to program requirements;
- (2) The number of referrals made to dispute resolution centers;
- (3) The number of nonpayment of rent cases resolved by the program;
- (4) How many instances the tenant had legal representation either at the conciliation stage or formal mediation stage;
- (5) The number of certifications issued by the dispute resolution centers and filed by landlords with the court; and
- (6) Any other relevant information that relates to the efficacy of the pilot program as AOC may reasonably request, including but not limited to the following:

- a. For cases resolved by the program, the number of cases in which resolution was achieved through:
 - i. Conciliation.
 - ii. The meet and confer protocol; and
 - iii. Formal mediation.
- b. A demographic breakdown of tenants assisted by:
 - i. Age range,
 - ii. Number of persons in household
 - iii. Annual household income range as percentage of the FPL (<100% FPL; 100% - 200% FPL; >201% FPL
 - iv. Race (if disclosed),
 - v. Gender (if disclosed)
 - vi. Limited English proficiency (LEP)
- c. For each case in which resolution was achieved
 - i. Whether rent assistance funding was secured, and if yes, how much (to the extent known);
 - ii. Whether a repayment plan was entered into for the balance or a portion thereof of rent owing for months for which rent assistance was not secured; and
 - iii. Whether the resolution involved termination of the tenancy.

In addition, the Sub-Contractor must submit a report to the Contractor by March 1, 2022 that details ERPP expenditures and outcomes that includes but is not limited to:

- (1) The number of participating dispute resolution centers and the number of counties served;
- (2) The number of individuals served by dispute resolution centers in the ERPP;
- (3) The average cost of resolution proceedings; and
- (4) The number of qualified individuals who applied but were unable to be served by dispute resolution centers due to lack of funding or other reasons.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Contract may be amended only by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by persons authorized to bind each of the parties.

RIGHT OF INSPECTION

Sub-Contractor must provide a right of access to its facilities to the Contractor, AOC or any of their designated employees, or to any other authorized agent, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

DISPUTES

In the event that a dispute arises under this Sub-Contract the parties agree to a Dispute Board in the following manner: Each party to this Sub-Contract will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, agreement

terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on both parties.

TERMINATION

Either party may terminate this Sub-Contract upon thirty (30) days written notice to the other party. If the Contractor is notified that the primary Contract for the management of the ERPP will be terminated, the Contractor agrees to notify the Sub-Contractor immediately. The AOC will be liable only for performance rendered or costs incurred in accordance with the terms of this Sub-Contract prior to the effective date of termination.

SOURCE OF FUNDING/LIMITATIONS

Funding for this Sub-Contract originates from an allocation of funding from the federal COVID Aid Relief and Economic Security Act (CARES Act), administered by the AOC. If sufficient funds are not available under the CARES Act, this Contract will terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available will be accepted by the Contractor and is final. If the AOC proposes an amendment to the Contract to unilaterally reduce funding as a result of unavailability of funding, Contractor has the option to terminate the Contract or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

GOVERNANCE

This Sub-Contract is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Sub-Contract must be construed to conform to those laws. In the event of an inconsistency in the terms of this Sub-Contract, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order: applicable state statutes and rules; this Sub-Contract; and any other provisions of the Sub-Contract, including materials incorporated by reference.

RESPONSIBILITIES OF THE PARTIES

Each party to this Contract assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, its agents, its subcontractors, and any employees, officers, and agents thereof. No party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Sub-Contract, other than their employees, officers, and agents.

WORKERS COMPENSATION

The Sub-Contractor agrees to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Contractor, subcontractors, or their employees for services performed under the terms of this Sub-Contract. If the Sub-Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Sub-Contract may be terminated by the Contractor or AOC.

ASSIGNMENT

Except as outlined in this section and in paragraph 2 related to the Scope of Work, the work to be provided under this Sub-Contract is not assignable or delegable by Sub-Contractor, in whole or in part, without the express prior written consent of the Contractor, AOC, and the presiding judge of the relevant Superior Court.

CONFIDENTIAL INFORMATION & BREACH.

Sub-Contractor must establish systems that protect the security, confidentiality, and integrity of personal information acquired during the performance of activities under this Sub-Contract. In the event of a breach of any security system or systems controlled by the Sub-Contractor that compromises personal information, the Sub-Contractor must (a) notify the Contractor immediately regarding (i) the nature and scope of said breach and information that may have been compromised by the same, and (ii) any actions that Sub-Contractor is taking or will take to mitigate the potential consequences of said breach, and (b) comply with all notification and related requirements set forth in RCW 19.255.

RECORDS MAINTENANCE

The Sub-Contractor must maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by the Sub-Contractor in the performance of the service(s) described herein. These records are subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Sub-Contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Sub-Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

WAIVER

A failure by either party to exercise their rights under this Contract does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this Contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Contract.

MONITORING AND OVERSIGHT

Sub-Contractor grants the Contractor a right of access to information, records and facilities upon reasonable notice and at times mutually agreed by the parties. In addition, the Contractor reserves any and all other rights, whether express or implied, to

review and monitor activities funded in whole or in part, directly or indirectly, with funding made available under this Sub-Contract. It is mutually understood that AOC and the Contractor will not seek, and that the Sub-Contractor has a duty to protect, confidential information protected by law.

NONDISCRIMINATION

During the performance of this contract, the Sub-Contractor will comply with RCW 49.60 and all federal and state nondiscrimination laws, regulations and policies. In the event the Sub-Contractor does not comply with any nondiscrimination law, regulation, or policy, this Sub-Contract may be rescinded, canceled or terminated in whole or in part. The Sub-Contractor will, however, be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

SEVERABILITY

If any provision of this Sub-Contract or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Sub-Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Sub-Contract are declared to be severable.

ASSURANCES

The Sub-Contractor and the Contractor agree that all activity pursuant to this Sub-Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this Sub-Contract. In the event of an inconsistency in this Sub-Contract, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. The terms and conditions as contained in this basic Sub-Contract instrument,
3. The attached County Superior Court Standing Orders (Attachment 1) and the Project Budget for each pilot County (Attachment 2)
4. Any other provision, term or material incorporated herein by reference or otherwise is incorporated.

ENTIRE AGREEMENT

This Sub-Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understanding, oral or otherwise, regarding the subject matter of this Sub-Contract will be deemed to exist or to bind any of the parties.

CONFORMANCE

If any provision of this Sub-Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This Sub-Contract is subject to the written approval of AOC's authorized representative and is not binding until so approved. The Sub-Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS SUB-CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the Sub-Contract.

Sub-Contractor

Contractor

Signature

Signature: Mary Hancock

Title

Date

Title Executive Director DRC
of Kitsap

Date