

**RUSSELL CHOICE NEIGHBORHOODS INITIATIVE PARTNERSHIP
CERTIFICATION
BY AND BETWEEN
LOUISVILLE METRO HOUSING AUTHORITY
AND
JEFFERSON COUNTY BOARD OF EDUCATION**

This Russell Choice Neighborhoods Initiative Partnership Certification (“Certification”) is entered into, by and between the Louisville Metro Housing Authority (“Housing Authority”), located at 420 South Eighth Street, Louisville, Kentucky 40203; and Jefferson County Board of Education dba Jefferson County Public Schools (“JCPS”), located at VanHoose Education Center, 3332 Newburg Road, Louisville, Kentucky 40218.

WHEREAS on January 16, 2015 the Housing Authority was awarded a \$425,000 Choice Neighborhoods Planning Grant from the U.S. Department of Housing and Urban Development (HUD) to plan for the transformation of the Beecher Terrace (“Beecher Terrace”) public housing development and the Russell Neighborhood. The Choice Neighborhoods program, which supersedes the HOPE VI Revitalization program, is centered on three core goals:

- To transform distressed public and assisted housing into energy efficient, mixed-income housing that is physically and financially viable over the long-term;
- To support positive outcomes for families who live in the target developments and the surrounding neighborhoods, particularly outcomes related to residents’ health, safety, employment, mobility and education; and
- To transform distressed, high-poverty neighborhoods into viable, mixed-income neighborhoods with access to well-functioning services, high quality public schools and education programs, high quality early learning programs and services, public assets, public transportation, and improved access to jobs; and

WHEREAS, HUD issued a Notice of Funding Availability (“NOFA”) for the Choice Neighborhoods Implementation (“CNI”) Grant Program on March 31, 2016, with a technical correction posted on May 9, 2016; and

WHEREAS, the Housing Authority as Lead Applicant and Louisville/Jefferson County Metro Government (“Louisville Metro”) as its Co-Applicant are currently preparing a CNI Grant Program application to be submitted to HUD on or before June 28, 2016, which outlines the Russell Transformation Plan which includes components to transform housing, the neighborhood, educational opportunities and the people living in the Russell Neighborhood; and

WHEREAS, in order to provide a clear assignment of specific roles and responsibilities in the event that the Housing Authority and Louisville Metro are awarded CNI Grant Program funds pursuant to the NOFA, and in order to satisfy the NOFA’s certification requirements, the Housing Authority and JCPS wish to articulate the agreements between them with respect to the transformation of Beecher Terrace and the Russell Neighborhood.

NOW, THEREFORE, in consideration of the foregoing recitals and underlying promises, which both parties agree to be good and valuable consideration, the parties agree as follows:

Article 1: Nature of the Relationship

The parties will undertake all the activities outlined herein as independent entities, pursuant to the terms and conditions set forth herein. Both parties acknowledge that nothing which may be contained in the CNI Grant Program application or this Certification will be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, general or co-venturer, or any association or relationship in any way involving HUD, the Housing Authority, JCPS, or otherwise affecting the parties, other than as expressly set forth in this Certification.

Article 2: Collaboration

The parties acknowledge that the success of a comprehensive effort to transform the Russell Neighborhood into a “community of choice,” as anticipated in the Russell Transformation Plan, relies on the close collaboration among the CNI grant application’s Principal Team Members (as defined in the NOFA), under the leadership of the Housing Authority as Lead Applicant and Louisville Metro as the Co-Applicant. The parties agree to work collaboratively with each other and with the other Principal Team Members during the entirety of the CNI grant period, if funded.

Article 3. Duties and Responsibilities of the Lead Applicant

3.1 The Housing Authority agrees to act as the Lead Applicant for the Russell CNI Grant Program application.

3.2 In all matters related to the application to the CNI Grant Program under the NOFA, the Housing Authority shall be identified as the “Lead Applicant.” The Housing Authority, as the Lead Applicant, shall be the primary entity responsible for overseeing and coordinating all elements of the Russell Transformation Plan and is accountable to HUD to complete the work that is proposed in the CNI grant application.

3.3. The Housing Authority as Lead Applicant and Louisville Metro as Co-Applicant are jointly and severally liable for the performance of the CNI grant.

Article 4. Duties and Responsibilities of the Principal Education Partner

4.1. JCPS agrees to act as the Principal Education Partner for the Russell CNI grant.

4.2. As the Principal Education Partner, JCPS will be responsible for leading the education component of the proposed Russell Transformation Plan, and for implementing day-to-day program activities as described in the CNI grant application in order to coordinate and improve access to high-quality early education programs and services and high quality K-12 education programs and school improvements that will improve measurable outcomes for HUD assisted and other school-age children and youth in the Russell Neighborhood.

4.3 JCPS will coordinate activities with other public and community based organizations and resources to improve measurable outcomes in the area of education for HUD-assisted and other school-aged children and youth in the Russell Neighborhood as described in the application.

Article 5. Coordination

5.1. Both parties to this Certification acknowledge and certify that efforts under this Certification are part of a program designed to enhance, in a comprehensive way, the quality of life for Beecher Terrace residents and residents of the Russell Neighborhood. Consequently, the parties agree to cooperate, consult, and work collaboratively with each other and with the other Principal Team Members to advance the Russell Transformation Plan and to complete the activities contemplated by this Certification throughout the entirety of the grant period.

5.2. JCPS shall participate in regular and periodic meetings of the Principal Team Members as such meetings may be called by the Lead Applicant.

5.3. The parties agree to work collaboratively to develop, coordinate and implement activities to transform the Russell Neighborhood during the entirety of the CNI grant, and continue to work collaboratively after the end of the grant period to sustain neighborhood improvements.

Article 6. Reporting and Evaluation

6.1. As the Lead Applicant, the Housing Authority shall be primarily responsible for submission of all required reports to HUD or other governmental agencies, including, without limitation, monthly financial, management and project status activity reports. However, JCPS shall cooperate with the Housing Authority by assisting in collection and compilation of data that is required or requested for reporting to HUD.

6.2. Both parties to this Certification shall collect the data outlined in the Outcomes and Metrics in the CNI grant application and shall participate in efforts to evaluate and analyze such data and, if appropriate, amend the Russell Transformation Plan and/or the implementing strategies adopted by the Principal Team Members in response to the evaluation and analysis of such data.

Article 7. Replacement of Team Member or Material Changes to Roles

The parties agree that, should the CNI grant be funded, it shall be necessary to secure HUD approval prior to replacing any Principal Team Member or effecting any material change to the roles and responsibilities of any Principal Team Member.

Article 8. Insurance and Liability

8.1 The parties warrant that each is covered by sufficient insurance coverage, or self-insured programs that may address any loss that may arise out of this Certification.

8.2 In accordance with applicable laws, the parties agree that each shall be responsible for defending and paying judgments on behalf of its officers, employees or agents while acting within the scope of their employment or agency for any claims that may arise out of negligent acts, failures to act, policies or directives of the respective party's officers, employees and agents relating to the activities covered by this Certification.

Article 9. Disputes

Disputes arising under this Certification shall first attempt to be resolved by discussion of the Principal Team Members. If the Principal Team Members still cannot resolve the dispute, it shall be decided by the Executive Director of the Housing Authority. Pending settlement of any dispute, the party shall proceed diligently with the prosecution of this Certification.

Article 10. Confidentiality

Both parties to this Certification agree and acknowledge that during the performance of services hereunder, the parties may receive and/or collect personal information about Choice Neighborhoods Program participants. Each party shall keep all Russell and Beecher Terrace resident information confidential and shall not divulge this information to any third party other than the Principal Team Members without the explicit consent of the participant.

Article 11. Notices

Any and all notices regarding this Certification shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to:

If to the Housing Authority:

Tim Barry, Executive Director
Louisville Metro Housing Authority
420 South Eighth Street
Louisville, Kentucky 40203

If to JCPS:

Dr. Donna Hargens, Superintendent
Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Road
Louisville, Kentucky 40218

Article 12. The Certification

12.1 Defining the Certification. This Certification consists of the Documents enumerated in (1) through (3) below in order of priority. In the event of conflict between any of the documents enumerated below, the document of higher priority shall prevail.

- (1) This Instrument;
- (2) The NOFA for the CNI Grant program;
- (3) The CNI grant application submitted by the Housing Authority and Louisville Metro to HUD.

12.2 - Integration. This Certification, as set forth in Article 12.1 constitutes the entire integrated agreement between the parties governing the subject services, and supersedes all prior negotiations, representations or agreements, either written or oral.

12.3 - Governing Law. Kentucky state law shall govern the application, construction and enforcement of the Certification.

12.4 – Final. This Certification may be amended, supplemented or changed with a written agreement signed by all parties. This Certification shall commence upon occurrence of the following: (a) execution hereof by all parties, and (b) the award of CNI Grant Program funds by HUD pursuant to the NOFA for the implementation of the Russell Transformation Plan resulting in a grant agreement.

IN WITNESS WHEREOF, the Parties have executed this Certification as of the date of signing by both parties.

Louisville Metro Housing Authority:



Tim Barry, Executive Director

5/31/2019

Date

Jefferson County Public Schools:

Dr. Donna Hargens, Superintendent

Date