

CHOICE NEIGHBORHOODS INITIATIVE  
PARTNERSHIP LEGAL CONTRACT  
BETWEEN  
HOUSING AUTHORITY OF THE CITY OF NORWALK,  
NORWALK REDEVELOPMENT AGENCY,  
TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP, HOUSING OPPORTUNITIES UNLIMITED, AND  
STEPPING STONES MUSEUM FOR CHILDREN, INC.

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This Choice Neighborhoods Initiative ("CNI") Partnership Legal Contract (this "Agreement") is entered into as of the 30<sup>th</sup> day of August, 2013, among the HOUSING AUTHORITY OF THE CITY OF NORWALK ("NHA"), the NORWALK REDEVELOPMENT AGENCY ("NRA"), TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP ("Trinity"), an affiliate of Trinity Financial, Inc., HOUSING OPPORTUNITIES UNLIMITED ("HOU"), and STEPPING STONES MUSEUM FOR CHILDREN, INC. ("Stepping Stones") in connection with the transformation of the South Norwalk neighborhood in Norwalk, Connecticut and the comprehensive redevelopment of Washington Village, a distressed public housing development in the neighborhood. In accordance with the FY2013 Choice Neighborhoods Initiative ("CNI") Implementation Grant NOFA ("NOFA"), this Agreement serves as the Partnership Legal Contract.

**RECITALS**

- A. NHA successfully applied for and received a 2010 CNI Planning Grant and it and the parties to this Agreement led a community-driven planning process to create a comprehensive Transformation Plan ("Plan") that addresses the key components of Neighborhood, Housing and People, with a focus on redeveloping the Washington Village public housing site and replacing the units on multiple sites in the South Norwalk neighborhood.
- B. NHA is the owner of the Washington Village public housing site (the "Existing Development") and is submitting an application (the "Application") as Lead Applicant to the United States Department of Housing and Urban Development ("HUD") for a CNI Implementation Grant (the "Grant") in accordance with the FY2013 CNI NOFA.
- C. The City of Norwalk's Redevelopment Agency ("NRA") is submitting as Co-Applicant with NHA for the HUD Grant and, as such, agrees that it will be jointly and severally liable with NHA, as Lead Applicant, for performance of the Grant. NRA is also a Principal Team Member and will serve as the Neighborhood Implementation Entity. NRA is responsible for overseeing the City's redevelopment efforts, business development, affordable housing and improvements, homelessness, public services, public facilities, and program funding for federal grants.
- D. NHA issued a Request for Qualifications for a Master Developer to serve as Principal Team Member and Housing Lead on December 29, 2011. With the participation of NRA, Trinity was selected and began working on the Housing component of the Washington Village/South Norwalk Transformation Plan. A Memorandum of Understanding ("MOU") between NHA and Trinity was executed on February 6, 2013. As the Housing Implementation Entity Trinity has the responsibility to implement the housing program, per development budgets approved by NHA and in accordance with HUD's CNI Grant Agreement, HUD's Cost Containment and Safe Harbor Guidelines, and other applicable HUD regulatory requirements.

- E. Housing Opportunities Unlimited is a Principal Team Member and will be the People Implementation Entity. HOU was procured via a competitive Request for Proposals process to serve as the case management and relocation entity for the revitalization effort. HOU has a 30 year history of providing case management services and supportive services coordination and relocation in public and subsidized housing at 57 sites in six states and the District of Columbia.
- F. Stepping Stones Museum for Children, Inc. will serve as the Principal Education partner and will work closely with HOU to develop a seamless service delivery system focusing on children's cognitive and developmental skills. After nearly fourteen (14) years in operation, Stepping Stones is an award winning, multidimensional educational resource that is committed to proactively addressing community issues on behalf of children and families. In this capacity Stepping Stones serves as the anchor entity of Norwalk ACTS, a 45 member network of community organizations and businesses that has worked collectively to improve educational outcomes for Norwalk children for more than eight years.
- G. The parties to this Agreement and other members of the community have undergone a comprehensive local planning process culminating in a transformation plan ("the Transformation Plan") for the South Norwalk neighborhood as further described in the Application that will, if the Application is successful, be implemented in accordance with the requirements of the Grant.

All parties agree that this Agreement is intended to establish a collaborative governance model to guide ongoing investment opportunities and planning initiatives to support the transformation of the South Norwalk neighborhood. This commitment to public/private integration has the potential to transform the South Norwalk community and connect substantial investments in community development, infrastructure, housing, education, and services with future employment opportunities to drive long-term economic development in the heart of the city.

### AGREEMENT

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

#### I. **Basic Commitments of NHA, NRA, Trinity, HOU, and Stepping Stones**

A) Commitment to the Transformation Plan and Implementation Schedule. NHA, NRA, Trinity, HOU, and Stepping Stones each acknowledge that they:

- i) have reviewed the FY2013 CNI NOFA and related guidance from HUD;
- ii) have participated in the preparation of the Transformation Plan and Application; and
- iii) are fully committed to the goals and requirements of the NOFA, the Transformation Plan, the Application, the requirements of the Grant, and this Agreement and agree to take all actions necessary to effectuate the requirements of the Transformation Plan in accordance with HUD requirements.

B) Commitment to Work Collaboratively. NHA, NRA, Trinity, HOU, and Stepping Stones commit to work collaboratively throughout the entirety of the Grant. Section VIII herein provides greater detail on the process for implementation decision-making and settling disputes as required by the NOFA.

C) Leverage of Available Funds. All parties will leverage available federal, state, local, and private funds with additional public and private funding to support integrated strategic investment for transformation in the South Norwalk neighborhood and its immediate surrounds.

D) Incorporation of NOFA and Grant Agreement Requirements. The parties are entering into this Agreement in furtherance of the Application, and as required by Section III.C.2.a(2) of the NOFA. The parties intend that this Agreement shall conform to and satisfy all requirements of the NOFA. In the event of any inconsistency between any NOFA requirement and the provisions of this Agreement, or in the event of a failure to include a provision necessary to satisfy such requirements, then this Agreement shall be construed to incorporate a provision satisfying such NOFA requirements and, if necessary, the parties will execute in writing an amendment to this Agreement. In addition, the parties agree to amend this Agreement to comply with the provisions of the HUD Grant Agreement should a Grant be awarded.

E) Subsequent Implementation Agreements. This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to implementation of the Transformation Plan. The parties to this Agreement acknowledge that the accomplishment of the Transformation Plan will require additional agreements between the parties, among several of the parties to this Agreement, and between separate parties to this Agreement and third parties (the "Subsequent Agreements"). All parties agree to work with each other in good faith to execute the Subsequent Agreements in accordance with the Transformation Plan Implementation Schedule and further agree that all Subsequent Agreements shall require compliance with this Agreement and any amendments hereto. The Subsequent Agreements will include, as applicable to the contracting parties and the contracted service or good, the standard contract provisions required by the parties and/or HUD dealing with non-discrimination, equal opportunity in employment and contracting, labor standards, ownership of work product, indemnification, insurance, tax withholding, conflicts of interest, prohibition on political activity and/or gain by public officials, and similar requirements. In addition, the parties recognize that the CNI Grant Agreement may require additional language to be included in the Subsequent Agreements. The parties agree that this Agreement does not cover specific funding or guarantee commitments (collectively, the "Funding Commitments") made by each party to the Transformation Plan. The parties further agree that this Agreement does not require the payment or transfer of money or property by a party to any other party to this agreement, although Current and Subsequent Agreements may involve the payment of money or transfer of funds and/or property, but such payments or transfers will be governed by the Current and Subsequent Agreements.

## II. Responsibilities of NHA

A) Lead Applicant. NHA shall be the Lead Applicant for the Grant and will carry out all responsibilities required of the Lead Applicant as described in the NOFA and the Grant Agreement.

B) Lead Applicant Responsibilities. As provided in Section VIII.B. herein, an Implementation Coordinating Committee will be established to guide and oversee day-to-day implementation activities.

NHA will be a member of the Implementation Coordinating Committee and as Lead Applicant, with support from the Committee, will be principally responsible for:

- i) Coordination of all components of the Transformation Plan and for processing the approval of the Transformation Plan through HUD as may be necessary or appropriate. It is anticipated the Plan will include: supplemental information as requested by HUD; budgets covering program administration, rehousing, supportive services, and predevelopment and component phases of the development activities; waiver requests, if any; acquisition plans; implementation schedules; a detailed community supportive services plan for the People and Education components; and other information as HUD may require pursuant to the Grant Agreement;
  - ii) Facilitating resident and neighborhood involvement in planning for and implementing the Transformation Plan for the South Norwalk neighborhood, including managing resident involvement in major decisions and developing and managing a coalition of stakeholders in support of the Transformation Plan;
  - iii) Supervision and coordination of the Implementation Entities through the Implementation Coordinating Committee as detailed in Section VIII. Regular review meetings will be scheduled to discuss the current status and planned activities in connection with implementation efforts. NHA will enter into Service Agreements with HOU and Stepping Stones. NHA and Trinity will enter into a Master Development Agreement, as outlined in the MOU, for the purposes set forth therein, including replacement housing development to implement and manage the activities set forth in the Transformation Plan;
  - iv) Sole access to the CNI Program funding through HUD's LOCCS and responsible for the administration of the funds disbursed from HUD under the Grant Agreement. NHA shall comply with all of the accounting, disbursement, and recordkeeping requirements set forth in the Grant Agreement;
  - v) Preparation and disbursement of the Grant funds for predevelopment, development, administration, and services, subject to HUD review and approval;
  - vi) Reporting and submitting all required documents and reports to HUD or other governmental agencies, including financial, management and project status activity reports;
  - vii) Providing staff support during the entirety of the grant period;
  - viii) Applying for State or other funding as opportunities arise, such as Super Storm Sandy CDBG-Disaster Relief funds administered by the State; and
  - ix) Achieving replacement of the Washington Village public housing units.
- C) Build Equitable Policies. NHA will engage other public partners to participate in the planning process to ensure support for equitable development and to shape and enforce good policy around development opportunities.

D) Site Control. NHA is the owner of the Washington Village public housing site and will lease the sites to be used for a portion of the Replacement Housing contemplated under the Transformation Plan.

### III. Responsibilities of NRA

A) Co-Applicant. NRA, as Co-Applicant, agrees that it will be jointly and severally liable with NHA, as Lead Applicant, for performance of the Grant.

B) Neighborhood Implementation Entity. NRA, as the redevelopment agency for the City, will implement the Neighborhood component of the Transformation Plan and will be responsible for implementing day-to-day improvement activities associated with the Transformation Plan.

- i) NRA reaffirms its understanding of and commitment to the Neighborhood-related standards of the CNI Program, including that the Transformation Plan is intended to create the conditions necessary for public and private reinvestment in South Norwalk to offer the kinds of amenities and assets, including public safety, quality educational opportunities, and commercial activity, that are important to families' choices about their community.
- ii) NRA specifically commits to undertake the following activities, as detailed in the Application, at the direction of the NHA through the Implementation Coordinating Committee:
  - (1) Coordinating the services and activities of the larger Neighborhood Strategy Implementation Team ("NSIT"). Due to the public nature of the neighborhood strategies, achieving the neighborhood vision will require the involvement of all the Boards, commissions, and departments in the City of Norwalk that have assigned roles within the plan. NRA will be responsible for coordinating the work of these entities as they impact the neighborhood.
  - (2) Serving as the conduit to apply for and administer any CDBG– Disaster Relief or FEMA funding for Super Storm Sandy that may be received by the City of Norwalk for flood mitigation activities in the target neighborhood.
  - (3) Overseeing Section 108 loan fund activities and the City Neighborhoods program as they benefit the revitalization of the target neighborhood.
  - (4) Coordinating with Recreation and Parks and the Common Council to facilitate the prioritization of improvements to Ryan Park and secure related funding.
  - (5) Developing and administering new programs that directly impact neighborhood quality, which include a blight reduction rehabilitation loan program for homeowners and investors, the creation of a small business development loan program, and a multi-family homeowner incentive program.
  - (6) Coordinating with the Norwalk Police Department regarding the public safety initiatives targeted to the South Norwalk neighborhood.

- (7) Ensuring the timely transfer of City-owned properties at 13 and 20 Day Street to NHA for ground lease to Trinity for Phase 1 of the Housing replacement component.
- (8) In addition to ensuring the transfer of 13 and 20 Day Street properties for the Housing component, supporting the preservation of affordability through retention of existing, or development of new, affordable and market rate housing resources within the target neighborhood that are not part of the Housing replacement component.
- (9) Making strategic property acquisitions in and around the target neighborhood that further the improvement of the neighborhood and align with stated Transformation Plan goals.
- (10) Establishing a business task force focused on creating a South Norwalk Business Improvement District or similar organization that is charged with enhancing the retail competitiveness of South Norwalk businesses.
- (11) Applying for state and federal funding opportunities as they may arise during the course of the implementation period that may benefit the Neighborhood component of the Transformation Plan.
- (12) Collecting and analyzing data for planning, tracking, evaluation and ongoing improvement of neighborhood improvement efforts; and coordinating data collection with other key partners.

#### **IV. Responsibilities of Trinity**

A) Lead Housing Implementation Entity. Trinity, in collaboration with NHA and NRA, will implement the replacement Housing Component of the Transformation Plan and will be responsible for implementing day-to-day development and asset management activities associated with the Transformation Plan.

- i) Trinity specifically reaffirms its understanding of and commitment to the following Housing-related standards of the CNI program:
  - (1) The Transformation Plan is intended to replace distressed public housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood.
  - (2) Housing transformed with the assistance of the Grant is to be:
    - (a) Energy Efficient, Sustainable, Accessible, and Free from Discrimination. Housing that is well-designed, embracing not only the requirements of accessible design but also concepts of visitability and universal design, with low per unit energy consumption, healthy indoor air quality, built to be resistant to local disaster risk, with affordable broadband Internet access and operated free from discrimination;

- (b) **Mixed-Income.** Housing affordable to families and individuals with a broad range of incomes including, very low-income, low-income, moderate-income, and market rate or unrestricted; and
  - (c) **Well-Managed and Financially Viable.** Developments have budgeted appropriately for the rental income that reasonably can be generated from the project and meet or exceed applicable industry standards for quality management and maintenance of the property. In addition, the developments benefit from high quality maintenance over time with upgrades and replacements performed in accordance with applicable industry standards.
- (3) The Transformation Plan will ensure that previous residents of Washington Village benefit from transformation by preserving affordable housing in the South Norwalk neighborhood. The Transformation Plan further includes, and Trinity will participate in, resident involvement in planning and implementation activities in accordance with the NOFA.
- (4) The Transformation Plan's redevelopment activities will include the replacement of 136 public housing units and the incorporation of appropriate mixed-use facilities within the new mixed-income development as detailed in the Transformation Plan.
- (5) Housing developed under the Transformation plan will:
- (a) remain affordable for a minimum of forty (40) years pursuant to legally enforceable, recorded documents consistent with the long-term viability of the housing; and,
  - (b) be provided in conformity with civil rights laws and their implementing regulations, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973 and applicable site and neighborhood standards such as 24 CFR 1.4(b)(3) and 24 CFR 941.202 (and all programs and activities related to the Grant including demolition or disposition, relocation, replacement, and re-occupancy of housing units shall be conducted in compliance with federal civil rights laws).
- ii) Trinity will carry out its redevelopment activities in full compliance with applicable labor standards including Davis-Bacon wage rates (to the extent applicable), and specifically agrees to create resident employment opportunities and contract with Section 3 business entities in a manner that, at a minimum, complies with HUD's regulations.

#### **V. Joint Responsibilities of NHA, NRA and Trinity**

A) **Housing Replacement Plan.** NHA, as Lead Applicant with site control of the Washington Village property, NRA, as Co-Applicant coordinating the City's site control through an existing Option Agreement for 13 and 20 Day Street for replacement housing, and Trinity, as Lead Housing Implementation Entity, shall jointly develop and agree to the replacement housing plan. The replacement plan as outlined in the Transformation Plan includes:

Phase	Site	Public Housing		Workforce Housing		Market Rate		Total
1	13+20 Day St.	40	49%	18	23%	23	28%	81
2	WV site	41	50%	21	25%	21	25%	83
3	WV site	55	50%	28	26%	26	24%	109
<b>Total</b>		<b>136</b>	<b>50%</b>	<b>67</b>	<b>25%</b>	<b>70</b>	<b>25%</b>	<b>273</b>

- i) Any addition or deletion of sites to this plan, or substantial change in number of units for the sites identified, must be jointly agreed to by the NHA and its Board, NRA, the Common Council, and Trinity, and approved by HUD.
  - ii) The replacement housing sites will be subject to the Master Development Agreement, the terms of which will be negotiated in accordance with each party’s financial interests, including but not limited to, development and construction equity, guarantees, investor requirements, and deficits. Trinity is required to provide construction completion, operating deficit and/or tax credit compliance guarantees and shall be the managing member, or managing partner, of each new Development entity for the phased development.
  - iii) Developer fee split between NHA and Trinity has been negotiated in the MOU and will be detailed in the Master Development Agreement. Developer fee will comply with Connecticut Housing Finance Agency (CHFA) guidelines, if applicable, and HUD guidelines (HUD Cost Control and Safe Harbor Standards), and approved by those agencies.
  - iv) Trinity, as the party providing the construction completion, operating deficit, and tax credit compliance guarantees, shall have lead responsibility for selecting the general contractor and debt and equity provider. NHA and NRA, through the Implementation Coordinating Committee, will participate in the solicitation and review of competitive proposals (minimum of three entities to be solicited for each service) for general contractor and debt and equity provider. Trinity Management will serve as the property management agent.
  - v) For each phase, the Norwalk Housing Authority will be granted the first right and option to acquire the property and associated reserves, including the replacement reserve and any reserves associated with the NHA’s funding commitments under the Regulatory and Operating Agreement, at the end of the tax credit compliance period at the lowest price that is permitted under Section 42(i)(7) of the Internal Revenue Code of 1986, as amended. Such agreement will provide that if Section 42 of the Internal Revenue Code of 1986 is amended to permit the purchase price under the option to be the same as the purchase price under the right of first refusal, the purchase price under the option shall be the purchase price under the right of first refusal.
- B) Joint Responsibility. NHA, NRA, and Trinity will be jointly responsible for the following:
- i) Reviewing, coordinating, and approving the proposed housing development by phase;
  - ii) Providing design review, quality control and value engineering on all phases;

- iii) Coordinating activities with the City;
- iv) Coordinating, identifying, and interacting with other entities relative to all funding sources associated with the Housing component of the CNI Program;
- v) Monitoring compliance with all federal requirements; and
- vi) Overseeing and tracking the federal, state, local, and private financial interest in the Housing Component of the CNI Program.

## **VI. Responsibilities of HOU**

A) People Implementation Entity. HOU will implement the People Component of the Transformation Plan and will be responsible for implementing day-to-day services, programs and activities associated with the Transformation Plan, for relocating residents, as well as for conducting longitudinal data collection and analysis related to the measurable outcomes of the People Component.

- i) HOU specifically reaffirms its understanding of and commitment to the following People-related standards of the CNI program:
  - (1) The Transformation Plan is intended to improve the quality of lives of Washington Village baseline residents and revitalized development residents over the long-term;
  - (2) People that live in the neighborhood will benefit from employment opportunities, quality health care, and housing location, quality and affordability.
  - (3) Key supportive services programs and activities will be made available to affected residents within 60 days of grant award, must last for the life of the grant and be sustainable beyond the grant period.
  - (4) Any amount of supportive services above 10% of the Grant will be withheld to create a Supportive Services Endowment Trust with a plan to secure an equal amount of matching funds.
- ii) The Transformation Plan is designed to ensure that existing residents of Washington Village benefit from transformation by providing each household with comprehensive case management services.
- iii) HOU will expand and/or develop partnerships concerning all of the goals above including employment, education, early-childhood education, health, senior services and others with several organizations in the neighborhood and City.
- iv) HOU will coordinate and manage a consortium of service partners to meet the needs of families, and identify new partners to fill any gaps in services.
- v) HOU will continue to engage residents and community in the development of the People component of the Transformation Plan.

- vi) HOU, pursuant to a separate agreement, will carry out its activities in full compliance with applicable labor standards, and specifically agrees to create resident employment opportunities and contract with Section 3 business entities in a manner that meets or exceeds HUD's regulations.
- vii) HOU will work collaboratively with NHA, the CNI Education Coordinator, and Stepping Stones, as Norwalk ACTS anchor, to develop and implement a sustainability plan to ensure services can be maintained over the long term.

**B) Case Management and Services Coordination Responsibilities.** HOU will provide coordinated case management services to Washington Village individuals and families, including those that are hard to house or otherwise high need, throughout the grant period. For education-related services, HOU will coordinate directly with the CNI Education Coordinator and Stepping Stones, as Norwalk ACTS anchor. Specific activities will include:

- i) To implement a high-quality, outcomes-oriented human services strategy that meets the needs of all impacted families in Washington Village;
- ii) To develop and implement a resident outreach plan to enroll eligible residents into the case management program;
- iii) To assist all adult residents and their dependents to identify and overcome barriers to economic and housing self-sufficiency;
- iv) To refer residents to programs that help them obtain and maintain employment, further education or training, and connect to vocational services, community activities, or community service placements;
- v) To link residents to homeownership preparation education and counseling programs;
- vi) To link children 0-5 years old to high-quality early education services. The goal is that not less than 65% of eligible children will enroll in early learning programs;
- vii) To link school age children to high quality education and youth development programs. The goal is that no less than 65% of the families with school-age children that will occupy the revitalized site enroll in high-quality schools and schools that are undergoing significant improvement;
- viii) To communicate with residents about supportive services and education programs;
- ix) To leverage resource and develop and maintain partnerships with other service providers in the community;
- x) To work collaboratively with other key stakeholders in the Transformation effort including NHA, its Family Self-Sufficiency program staff, and a range of other partners to ensure a seamless integration of services and supports for targeted families; and

- xi) To collect and analyze data for planning, tracking, evaluation and ongoing improvement of human services and relocation efforts; and coordinating data collection with other key partners.

C) Relocation Responsibilities. HOU will be responsible for, but not limited to, the following tasks:

- i) Prepare a detailed relocation plan and schedule in accordance the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the Housing and Community Development Act of 1974.
- ii) Develop, implement and oversee the administrative structure and processes for the relocation program that will be fully integrated with the case management structure;
- iii) Participate in meetings with NHA staff, the resident organization, the broader community, and other entities, as needed, to ensure a smooth relocation process.
- iv) Undertake all facets of the relocation process for affected households including, but not limited to:
  - (1) Provide outreach to residents regarding the relocation program including conducting community meetings, relocation fairs, drop-in sessions, and workshops as well as newsletters and written correspondence.
  - (2) Survey all households to determine special needs, assess interest in various relocation options, and any potential challenges to successful relocation.
  - (3) Provide translation and/or interpreter services, as needed for individual resident counseling as well as community meetings and correspondence.
  - (4) Orchestrate individual and/or family meetings to develop, explain and calculate relocation benefits to households.
  - (5) Conduct regional mobility counseling to ensure families move to opportunity neighborhoods; prepare fact sheets and other documentation to assist residents in their housing search.
  - (6) Identify comparable units for households in accordance with household needs.
  - (7) Conduct outreach to potential landlords to assist residents in successfully identifying Section 8 units. Provide lease negotiation assistance when necessary. Manage disbursement of security deposit assistance upon move out as well as collection upon re-occupancy, if necessary.
  - (8) Work with NHA Section 8 department to provide information on Housing Choice Voucher Program policies and procedures as well as how to work with private landlords,

comply with private leases, handle utility and maintenance problems, conduct a housing search, and identify and respond to fair housing issues.

- (9) Coordinate transportation and other needs, such as daycare, to enable residents to view and be assessed for comparable units.
- (10) Schedule moves and work with moving contractors to assure that move-outs and move-ins are completed as scheduled.
- (11) Work with utility companies to ensure timely hook-ups and with the post office to accomplish mailing address changes. Work with returning residents to address outstanding utility balances and assist residents to obtain necessary utility connections upon returning to the new development. Help prepare residents one-on-one and in workshops to assume utility payments upon returning to the new site, including providing education on energy conservation.
- (12) Arrange for storage, as appropriate under the relocation plan; provide for extermination of all personal belongings prior to the move; provide packing assistance, as needed;
- (13) Assist residents to complete the required paperwork including, but not limited to, applications, leases, and other necessary applications required to obtain a replacement unit;
- (14) Identify special needs of residents, assist with reasonable accommodation paperwork/process to ensure relocation unit has required special features.
- (15) Work with NHA to develop payment and financial reporting systems for timely disbursement of relocation benefits, including security deposits and RHP payments;
- (16) Work collaboratively with management to provide assistance during the re-occupancy period. Provide housekeeping and budgeting workshops and one-on-one assistance with households that need this assistance in order to meet the Good Standing requirements;
- (17) Maintain all URA-required documentation and deliver all relocation notices required under the URA/104(d) and other applicable federal and State of Connecticut laws and regulations.
- (18) Track relocation and related activities via the comprehensive community and supportive services/relocation tracking system.

**VII. Responsibilities of Stepping Stones**

A) Principal Education Partner. As the Norwalk ACTS anchor entity, Stepping Stones will work with the Norwalk ACTS collaborative action networks to coordinate and support the implementation of the

Education Component of the Transformation Plan with a focus on closing the achievement gap.

- i) Stepping Stones will work with Norwalk ACTS collaborative action networks to achieve the following education-related goals of the CNI program and improve the quality of lives for baseline residents and revitalized development residents over the long-term.
  - (1) At least 65% of all children ages birth to kindergarten in Washington Village will be enrolled in high-quality early childhood education programs in the receiving neighborhood and/or the original neighborhood during the grant period. Early childhood education programs will include family engagement, family supports, other learning supports including intensive community outreach. Support functions will include enrollment, tracking and supporting attendance.
  - (2) At least 65% of all school age children in Washington Village will be enrolled in high performing and/or improving schools in the receiving neighborhoods and/or the original neighborhood during the grant period. Support functions will include enrollment, tracking and supporting attendance.
- ii) Stepping Stones, in conjunction with the Norwalk ACTS collaborative action networks, will work with HOU to realize the goals of the Transformation Plan.
- iii) Stepping Stones, in conjunction with the Norwalk ACTS collaborative action networks, will work with HOU and NHA to develop an education sustainability strategy to identify and capture financial resources to implement key aspects of the education strategy over time.

B) Education Responsibilities. Stepping Stones and the CNI funded education coordinator will work with the Norwalk ACTS collaborative action networks to provide children at Washington Village with full access a broad range of high quality education initiatives that will include but are not limited to the following:

- i) Coordinating the implementation of the comprehensive education program for Washington Village residents that support the following outcomes along the cradle to career learning continuum. Examples of programs to be offered include the following:
  - (1) Kindergarten Readiness. To improve the quality and capacity of early learning programs and prepare students for kindergarten, the Norwalk Early Childhood Council will work with South Norwalk providers to promote the use of an early childhood environmental rating scale to evaluate classrooms, provide tailored technical assistance and encourage NAEYC accreditation. The Norwalk Healthy Families Collaborative will increase family access to quality home and health care services in order to prevent children from entering school with undiagnosed developmental delays or untreated health conditions.
  - (2) 3<sup>rd</sup> Grade Reading at Goal Level. The Early Language and Literacy Initiative (ELLI) will offer high quality, evidence-based language and literacy development opportunities for young children residing in Washington Village and South Norwalk, family enrichment programs, parent programs and professional development and credentialing programs

for teachers.

- (3) **Successful Transition from 5<sup>th</sup> Grade to 6<sup>th</sup> Grade.** The Norwalk Collaborative for Youth Success will provide out of school time programs aimed at supporting and inspiring lifelong learning and achievement among Washington Village and South Norwalk children and youth.
  - (4) **Successful Transition from 8<sup>th</sup> Grade to 9<sup>th</sup> Grade.** The Carver Center will operate free programs at West Rocks Middle School and Norwalk High School, including a drop-in teen center, basketball and soccer leagues, cultural enrichment programs and youth leadership programs.
  - (5) **Graduate High School Ready for College, Post-Secondary Training or Full-Time Employment.** The Norwalk Community College (NCC) Connecticut Collegiate Awareness (ConnCAP) program will offer high school students from Washington Village and South Norwalk with year round academic support services and the opportunity to enroll in college courses while still in high school.
  - (6) **College Degree or Career-Ready Credential.** NCC will strengthen the first-year college experience of students by offering enrichment activities such as skill-building, fall learning communities, preparation for declaring a major, career exploration, and field trips to tour four-year colleges. Programs for vocational training and career preparation will also be available for youth in Washington Village and South Norwalk with support of case managers and workforce partners.
- ii. **Establishing a Parent Network** aimed at helping parents and other caretakers make informed decisions about the educational options available to their children. This will include conducting Parent Zone workshops that offer a series of discussions and presentations on parenting issues designed to increase parents' awareness of the importance of reading to their children and other ways to promote learning.
  - iii. **Maintaining a directory of education programs and services** in the Norwalk community and designing and implementing effective outreach methods to ensure South Norwalk and Washington Village families receive and utilize the directory.
- iv. **Collecting and analyzing data for planning, tracking, evaluation and continuous improvement of education efforts.**

## **VIII. Collaborative Implementation**

A) **Formation of Implementation Coordinating Committee.** The parties agree to formalize the creation of an implementation team (the "Implementation Coordinating Committee") to provide a collaborative forum for implementing the Transformation Plan. The Implementation Coordinating Committee ("ICC") will be responsible for coordinating activities and providing strategic guidance for the implementation of the components of the Transformation Plan, and adhering to the schedule as included in the Transformation Plan and amended, as needed. The parties are committed to

implementing the Transformation Plan in a collaborative, consensus-oriented manner where possible, while acknowledging that NHA, as Lead Applicant, shall retain the final decision-making authority with respect to decisions dealing with the People and Education components. NRA, as Co-Applicant, shall retain the final decision-making authority with respect to the Neighborhood component. Final decision-making authority with respect to the Housing component will rest with NHA, with consultation from NRA and Trinity. Any substantial deviation from the Housing component as described in the Transformation Plan and the Application, including changes in unit numbers and/or types, shall be approved by the NHA Board of Commissioners and Norwalk's Common Council.

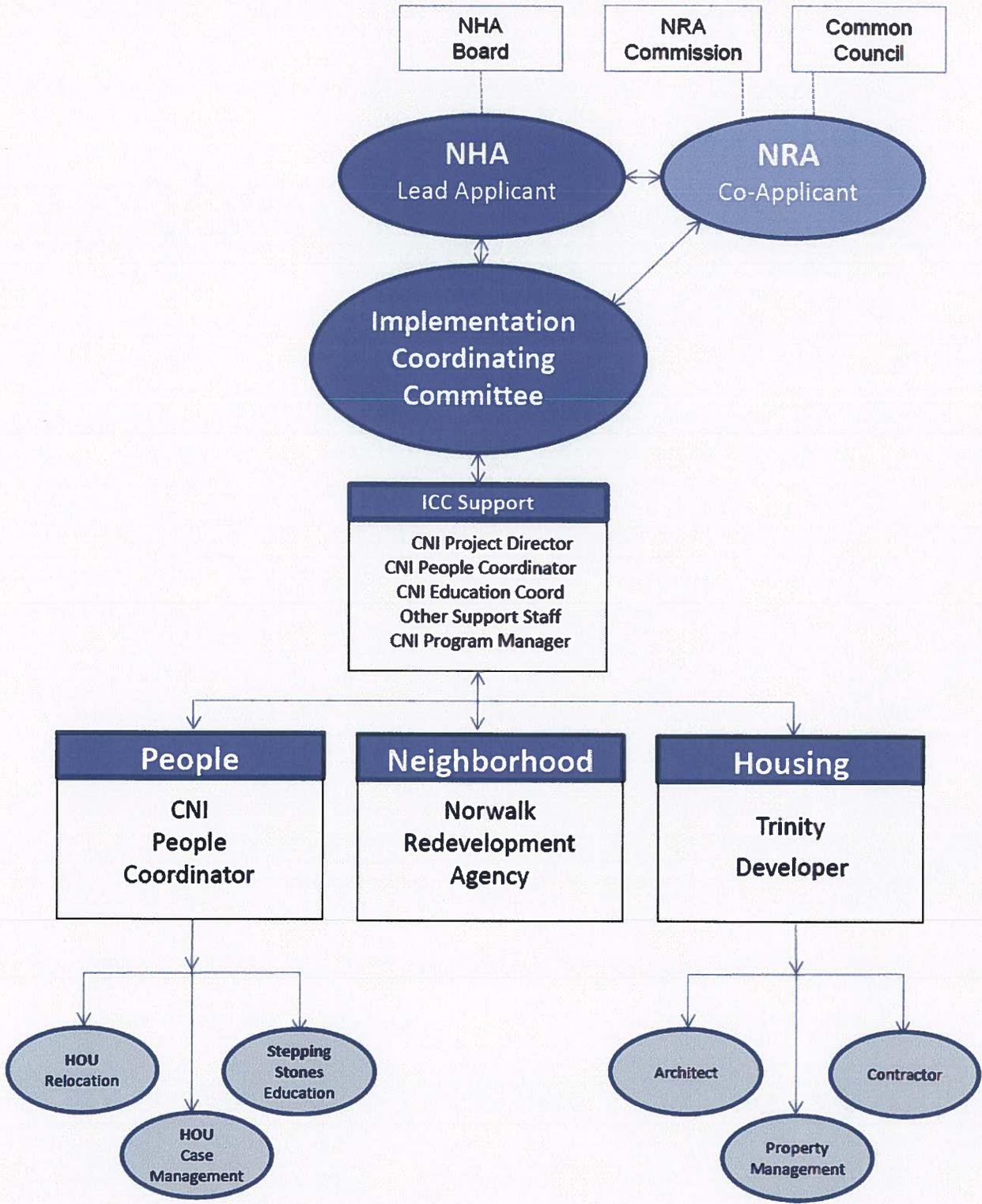
**B) Structure of the ICC.**

i) **The Implementation Coordinating Committee.** ICC shall be comprised of (but may be expanded as appropriate to foster a collaborative implementation process):

1. NHA Executive Director
2. NRA Executive Director
3. Washington Village Resident Representative
4. South Norwalk Business Representative
5. South Norwalk Elected Official (District B Council Representative)
6. Norwalk Community College Representative (as Anchor Institution)

These representatives will nominate a Chairperson for the ICC, who shall not be NHA or NRA related.

- ii) **Staffing and Contractor Support for the ICC.** Under ICC's direction, CNI-funded staff/contractors will carry out the day-to-day activities associated with implementing the Transformation Plan. This support staff includes the CNI Project Director, the CNI People Coordinator, the CNI Neighborhood Coordinator, HOU Project Manager, the CNI Education Coordinator, Trinity's Project Manager, and the CNI Program Manager. Bylaws of the ICC will be established upon grant award. The ICC shall have approval of all CNI-funded hires.
- iii) **Regular Meetings of the ICC.** The ICC shall meet on a regular basis, at least every two weeks for the first eighteen (18) months of implementation, as appropriate. The CNI Project Director will directly support the ICC Chair.
- iv) **Choice Neighborhoods Office.** A Choice Neighborhoods office will be established in South Norwalk for the duration of the implementation period. This office will be located in a rented storefront on South Main, between Washington and Raymond Streets, to encourage coordination amongst the CNI staff and drop-in activity by the South Norwalk community. The goal is to provide a project office that is not associated with any single entity but rather



reflects the collaborative effort of all parties involved. The Choice Neighborhoods office will maintain its own website separate and distinct from the NHA and NRA websites.

- v) **Review of Progress on Implementation Schedule.** Each meeting of the Implementation Committee shall include a review of the progress on the Transformation Plan Schedule and identify solutions to any delays or obstacles to progress that arise in the course of implementation.

C) **Decision-Making Process and Settlement of Disputes Regarding Course of Action.** The CNI Project Director, under the direction of the ICC, will be responsible for reviewing the progress of implementation, addressing any obstacles to timely implementation of the activities required under the HUD CNI Grant, and identifying any needed changes to the Transformation Plan resulting from unforeseen conditions or new priorities. The parties are committed to implementing the Transformation Plan in a collaborative, consensus-oriented manner where possible, however, in the event of any disputes, the ICC will refer the disputed issue to parties with final decision-making authority. NHA shall retain the final decision-making authority with respect to decisions dealing with the People and Education components. NRA shall retain the final decision-making authority with respect to the Neighborhood component. Final decision-making authority with respect to the Housing component will rest with NHA, in consultation with NRA and Trinity. Any substantial deviation from the Housing component as described in the Transformation Plan and the Application, including substantial changes in unit numbers and/or types, shall be approved by the NHA Board and Norwalk's Common Council. Any changes shall be consistent with the Transformation Plan, Grant Agreement, and other applicable agreements.

D) **Community Advisory Groups.** To continue to provide opportunity for broad community and stakeholder input, the Task Forces will provide advisory and review services throughout the implementation period. The Transformation Steering Committee will continue to provide oversight on all components of the Transformation Plan to ensure coordination and synergy for maximum impact in South Norwalk. The Housing and Neighborhood Advisory Group will meet regularly with the CNI Project Director, NHA, NRA and Trinity to advise on housing and neighborhood initiatives; the Education and People Advisory Group will meet regularly with the CNI People Coordinator, HOU, NHA and Stepping Stones to advise on the initiatives and outcomes related to improving the lives of Washington Village and South Norwalk residents. An annual summit will be scheduled for all parties and the broader community to review progress made against proposed outcomes and to fine tune the strategies, as needed, to achieve the desired outcomes.

E) **Data and Information Sharing.** Subject to all applicable state and federal laws, regulations, and guidance regarding privacy and information security, NHA, NRA, Trinity, HOU, and Stepping Stones (each a "**Disclosing Party**") agree to share statistical data, reports and other proprietary information (as further defined below, "**Confidential Information**") with each other upon request (the "**Requesting Party**"), which request shall be made only to enable the Requesting Party to discharge its duties under the terms of this Agreement.

For the purposes of this Agreement, Confidential Information includes all legally obtained information disclosed by the Disclosing Party to the Requesting Party, whether in writing, on computer disks or other media, orally, visually, or otherwise, relating to (i) all information and data in whatever

form pertaining to the project developed, produced, or created by any agent for or on behalf of the Disclosing Party, including but not limited to all statistical data, reports, business plans, budgets, development plans, financial projections and assumptions, cost information, marketing plans, arrangements, and methodologies designed or intended to implement or carry out the revitalization project contemplated in this Agreement, and (ii) any other information that the Requesting Party knows or has reason to know is proprietary and confidential and that has been provided to the Requesting Party by the Disclosing Party, or any third party under the direction of the Disclosing Party, as confidential information for the Requesting Party's use. Confidential Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Notwithstanding the foregoing, all Confidential Information shall be safeguarded by the Requesting Party and shall not be disclosed to any third party without the prior written approval of the Disclosing Party, and the Requesting Party agrees not to retain, use, or disclose Confidential Information for any purpose other than as permitted or required by this Agreement. The Requesting Party or any employee or agent of the Requesting Party who will have access to Confidential Information will complete any training required by the Disclosing Party before requesting or accessing any Confidential Information.

#### **IX. Media Communications**

A) The CNI Project Director shall be responsible for managing and coordinating press coverage, including communications with any media outlet, and public announcements involving the Grant, this Agreement, the Transformation Plan, or any other matter related to this Agreement.

#### **X. Term**

A) This Agreement shall commence on the Effective Date and shall continue until the end date of the Grant as provided in the Grant Agreement. It is understood and acknowledged by the parties that the services described above are expected to be completed within this time period provided, however, in the event the Parties are not selected for a CNI Grant for funding year 2013, then any Party may terminate its involvement in this Agreement by written notice and the entire Agreement shall thereafter terminate. Additionally, the Parties may renew or otherwise extend this Agreement in accordance with applicable law at any time.

#### **XI. Termination**

A) Termination for Cause. The parties shall each have the right to terminate this Agreement for cause, effective within thirty (30) days after the receipt of written notice by the other parties of its intent to terminate and the reasons therefore. A party shall have the opportunity to respond to the written notice within five (5) business days after the receipt of said notice. A party shall have the opportunity to cure any breach of this Agreement or other cause forming the basis of the termination, as provided in the written notice, within fifteen (15) business days after receipt of the written notice, or as otherwise agreed to by the parties.

B) Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with OIG investigations, indemnification



If to Trinity: Patrick Lee, Principal  
Trinity Financial  
75 Federal Street, Suite  
Boston, MA 02110

If to HOU: David Connelly  
President  
50 Redfield Street, Suite 101  
Boston, MA 02122

If to Stepping Stones: Rhonda Kiest  
Executive Director/CEO  
Stepping Stones Museum for Children  
Mathews Park  
303 West Avenue  
Norwalk, CT 06850

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between and among representatives of the parties.

G) **Severability.** The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

H) **Rules of Construction.** The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against the parties on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

I) **Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

J) No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

K) Time is of the Essence. The parties each acknowledge and agree that time is of the essence in the performance of this Agreement.

L) Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, all parties shall be free to engage in development and/or supportive services elsewhere, and shall be free to engage the services of other contractors for the provision of some or all of the Services set forth in this Agreement.

M) Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

N) Complete Agreement. The parties specifically acknowledge that in entering into and accepting this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties hereto with regard to the terms, obligations, and conditions herein.

O) Counterparts. This Agreement may be executed in counterparts.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have duly executed this Choice Neighborhoods Implementation Partnership Agreement, on or as of the date first written above.

NHA: HOUSING AUTHORITY OF THE CITY OF NORWALK

By: 

Name: Curtis O. Law

Title: Executive Director

NRA: NORWALK REDEVELOPMENT AGENCY

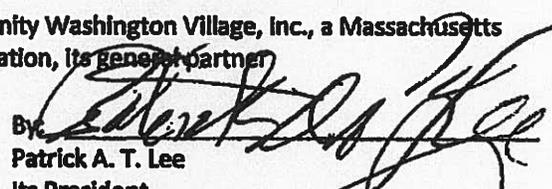
By: 

Name: Timothy J. Sheehan

Title: Executive Director

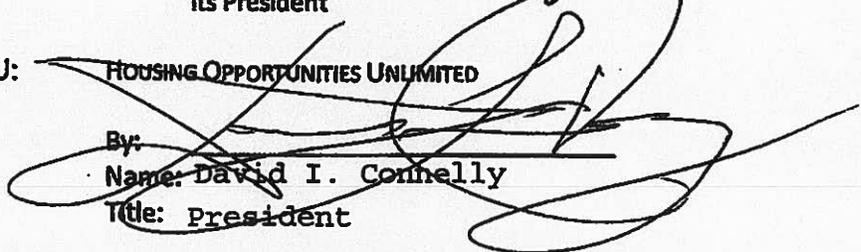
Trinity: TRINITY WASHINGTON VILLAGE LIMITED PARTNERSHIP,  
a Massachusetts limited partnership

By: Trinity Washington Village, Inc., a Massachusetts corporation, its general partner

By: 

Patrick A. T. Lee  
its President

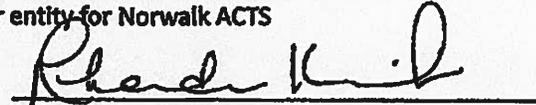
HOU: HOUSING OPPORTUNITIES UNLIMITED

By: 

Name: David I. Connelly

Title: President

Stepping Stones: STEPPING STONES MUSEUM FOR CHILDREN, INC.  
Anchor entity for Norwalk ACTS

By: 

Name: Rhonda Kest

Title: Executive Director