

**AGREEMENT**

**RELOCATION ACTIVITIES**

This Agreement, dated July 13, 2009, is made by and between the Chicago Housing Authority ("CHA"), a municipal corporation, and the Cabrini-Green Local Advisory Council ("LAC"), a tenant organization representing the residents of Cabrini-Green, a public housing development in Chicago, owned and operated by the CHA.

Under the CHA's Plan for Transformation, the CHA has committed to rehabilitating or redeveloping a total of approximately 25,000 units of public housing. The CHA intends to redevelop the William Green Homes ("William Green Homes") and Cabrini Extension South ("Extension South") parcels of the Cabrini-Green public housing development as part of the Plan for Transformation. The following agreement is entered into pursuant to paragraph 5(b) of the CHA Leaseholder Housing Choice and Relocation Rights Contract ("Relocation Rights Contract") and encompasses certain understandings and agreements regarding relocation activities to occur at Green Homes and Cabrini Extension South parcels. All issues related to overall planning and redevelopment of these sites will occur in the context of the working group process.

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**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CHA and LAC agree as follows:

Prior to any proposed closure of a building at the Green Homes or Extension South, the CHA will do the following:

1. After a developer is selected and consulted for redevelopment at either the Green Homes or Cabrini Extension South or when other issues arise which require significant intervention with respect to occupancy of the buildings at the Green Homes or Extension South, the CHA will negotiate in good faith with the LAC regarding any proposed involuntary relocation of residents or closure of a building at the Green Homes or Extension South, including the timing of any and all appropriate relocation notices.

2. In order to better inform both the CHA and the LAC about resident choices and for purpose of any relocation activity, the CHA will host a series of Relocation Fairs for the families to be relocated. The specific dates and times for such fairs will be determined after consultation in good faith with the LAC, but with the CHA having final authority to establish said dates and times. At the Relocation Fairs, the CHA will inform those residents who have not filled out a housing choice survey (HCS) to do so and why this is necessary. In addition, CHA and the LAC will make reasonable efforts to inform residents who have already filled out the HCS that they have a right to review their HCS and change their housing choices as provided for under the Relocation Rights Contract.

3. The CHA will consult in good faith with the LAC regarding the format of and agenda presented at such Relocation Fairs, but the CHA will have final authority to establish the format and agenda.

4. Based on the information obtained at the aforementioned Relocation Fairs, the CHA will update its databases and use such information to begin social service allocation to residents regarding their identified temporary and permanent housing choices. Such services and/or related referrals will be coordinated by the CHA and provided through the service provider for Cabrini, CabriniWorks – Heartland Alliance, or any successor service provider.

These services are designed to assist families to become lease compliant, self-sufficient and prepared for transition to temporary and permanent housing choices at traditional or mixed-income properties.

5. The CHA will use its best efforts to provide such social services at least four months in advance of issuing 180-day relocation notices to leaseholders. With respect to families who have identified the Housing Choice Voucher program as their temporary or permanent housing choice, CHA will also use its best efforts to refer families to the CHA-HCVP program at least four months in advance of issuing 180-day relocation notices.

6. During this period of data collection and provision of services, the CHA will not issue 180-day relocation notices, unless unanticipated circumstances require otherwise. If the CHA is unable to provide four months of social services prior to issuance of the 180-day relocation notices, the CHA will only issue such notice, after consultation in good faith with the LAC over the period of social services, but with the CHA having final authority over this issue.

7. The CHA will follow its established procedures for relocation under the Relocation Rights Contract, which include, but are not limited to, continued social services, a 90-day notice, coverage of moving expenses and other assistance to residents. Nothing in this agreement shall be construed to limit or otherwise modify the parties' rights and obligations under the Relocation Rights Contract, including the CHA's right to make emergency transfers under the RRC.

8. The CHA will make best efforts to temporarily relocate families within the Cabrini area, with the specific understanding that such efforts do not necessarily include the provision of make-ready units.

9. As of the execution of this Agreement, the parties have agreed on a security plan for the 364 W. Oak, 365 W. Oak, 1230 N. Burling and 1230 N. Larrabee buildings until such time as those buildings are vacated pursuant to this Agreement and the Relocation Rights Contract. CHA will provide private security services for 660 W. Division until such time as that building is vacated. To the extent the security plan on which the parties have agreed needs to be modified, CHA and the LAC will consult and attempt to reach agreement on such modification. CHA will further schedule regular meetings at least monthly with the 18<sup>th</sup> District of the Chicago Police Department and the LAC to address security matters at Cabrini-Green, including any proposed modification of the security plan.

10. Nothing in this Agreement shall be construed as a waiver by the LAC of any of its future claims the LAC may bring, including claims under the Relocation Rights Contract, or any claim that the 180-day notices issued on April 20, 2004 with respect to 364 W. Oak and 365 W. Oak were unlawful.

11. This Agreement shall be governed by and construed under the laws of the State of Illinois applicable to agreements made and to be performed therein, without regard to choice-of-law rules.

12. Each Party represents and warrants that it and the undersigned representative of each Party has full power and authority to enter into this Agreement and that it has received all necessary or required approvals with respect thereto. Each Party further represents and warrants that it has not assigned, pledged, encumbered, or in any manner transferred or conveyed all or any portion of the claims covered by this Agreement.


13. Each Party represents and warrants that no statements or representations made by the other Party, except as specifically recited in this Agreement, have influenced, induced, or caused it to execute this Agreement, or were relied upon in entering into this Agreement.

14. This Agreement cannot be changed, modified, or amended except by a writing executed by all of the Parties.

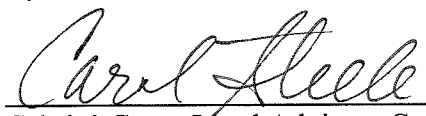
15. This Agreement may be executed in counterparts. Copies of or facsimiles of this Agreement shall have the same force and effect for all purposes as the original.

16. Any written notices required to be sent to the LAC under this Agreement shall be mailed by certified mail return receipt requested, postage prepaid, or by fax to: Richard Wheelock, Legal Assistance Foundation of Metropolitan Chicago, 111 W. Jackson Street, 3<sup>rd</sup> Floor, Chicago, IL 60604. Any written notices required to be sent to CHA under this Agreement shall be mailed by certified mail return receipt requested, postage prepaid, or by fax to: Scott W. Ammarell, Chicago Housing Authority, Office of the General Counsel, 60 E. Van Buren Street, 12<sup>th</sup> Floor, Chicago, IL 60605.

17. This Agreement is and shall be deemed effective as of the 13<sup>th</sup> day of July, 2009.

  
Chicago Housing Authority, a Municipal Corporation  
By: Lewis Jordan, President and Chief Executive Officer

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Date

  
Cabrini-Green Local Advisory Council  
By: Carole Steele, LAC President

7/13/2009  
Date