

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, THE CITY OF CHICAGO AND THE LOCAL INITIATIVE SUPPORT CORPORATION RELATED TO CERTAIN HOUSING PROGRAMS

WHEREAS, the Board of Education (the "Board") is committed to attracting the best and brightest teachers available in the market and to retaining its teachers; and

WHEREAS, the Board of Education believes that one impediment to attracting and retaining teachers is the fact that the cost of housing in Chicago has outpaced inflation; and

WHEREAS, the City of Chicago (the "City") shares and desires to support (i) the Board's goal of attracting the best and brightest teachers available and retaining its teachers, and (ii) the Board's view that increasing affordable housing opportunities for teachers would contribute toward reaching that goal; and

WHEREAS, the City believes that attracting and retaining teachers could assist the City with community development, as teachers form a stable block of renters and homeowners; and

WHEREAS, the Local Initiative Support Corporation ("LISC") is a not-for-profit financial intermediary that has, throughout the country, supported local initiatives, including, but not limited to, initiatives focusing on affordable housing; and

WHEREAS, the Board, the City and LISC believe that it is in the best interests of the students served by the Board and the residents of the Chicago, that the Board, the City and LISC work together to create a housing incentive program to attract new teachers as well as to retain current teachers (the "Housing Program").

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the City of Chicago as follows:

Section 1. The above-recitals are hereby incorporated as if set forth herein.

Section 2. The President of the Board is hereby authorized and directed to execute and deliver, on behalf of the Board, and the Secretary is hereby authorized and directed to attest thereto, an intergovernmental agreement, concerning the Housing Program, in substantially the same form as Exhibit A attached hereto, with such necessary changes as shall be deemed necessary and approved by the President.

Section 3. This resolution is effective immediately upon its adoption.

AGREEMENT AMONG THE CITY OF CHICAGO, BY AND THROUGH ITS DEPARTMENT OF PLANNING AND DEVELOPMENT AND ITS DEPARTMENT OF HOUSING, THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AND LOCAL INITIATIVE SUPPORT CORPORATION

This Agreement (this "Agreement") is made and entered into as of this ____ day of _____, 2002 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Planning and Development ("DPD") and its Department of Housing ("DOH", and together with DPD, the "Departments"), the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, and the Local Initiative Support Corporation ("LISC"), a New York not-for-profit corporation.

RECITALS

WHEREAS, the Board is committed to attracting the best and brightest teachers available in the market and to retaining its teachers; and

WHEREAS, the Board believes that one impediment to attracting and retaining teachers is the fact that the cost of housing in Chicago has outpaced inflation; and

WHEREAS, the City shares and desires to support (i) the Board's goal of attracting the best and brightest teachers available and retaining its teachers, and (ii) the Board's view that increasing affordable housing opportunities for teachers would contribute toward reaching that goal; and

WHEREAS, the City believes that attracting and retaining teachers could assist the City with community development, as teachers form a stable block of renters and homeowners; and

WHEREAS, LISC is a not-for-profit financial intermediary that has, throughout the country, supported local initiatives, including, but not limited to, initiatives focusing on affordable housing; and

WHEREAS, the Board, the City and LISC believe that it is in the best interests of the students served by the Board and the residents of the Chicago, that the Board, the City and LISC work together to create a housing incentive program to attract new teachers as well as to retain current teachers (the "Housing Program").

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, the Board, the City and LISC agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: ADVISORY BOARD

2.1 The Board, the City and LISC agree to establish an advisory board (the "Advisory Board") that shall be composed of members, officials and/or employees of the Board, DPD, DOH, and LISC who shall serve as volunteer members of the Advisory Board. Representatives of other entities or parties may serve on the Advisory Board, provided that the Board and the Departments mutually agreed to their participation. The Board, the Departments and LISC may assign to the Advisory Board as many members as are reasonable necessary to fulfill the mission of the Advisory Board.

2.2 The Board, the City and LISC agree to collaborate on a variety of housing options and programs, including, but not limited to, those set forth in the feasibility and program analysis conducted by UniDev, LLC, a Maryland limited liability company, that is attached hereto as Exhibit A.

2.3 The Board, the City and LISC agree that any employee of the Board, the Departments or LISC that render services (i) to the Advisory Board or (ii) in connection with any specific program related to the Housing Program shall be subject to sole control of his or her respective employer, and not the Advisory Board. All rules and requirements otherwise applicable to such an employee shall remain in effect.

2.4 The Board, the City and LISC agree that nothing in this Agreement shall bind any party to contribute any funds or resources in support of the Housing Program. Any commitment of funds or resources for a particular Housing Program or a particular undertaking of the Advisory Board shall be evidenced by a separate, written instrument executed by all of the necessary parties.

ARTICLE THREE: TERM

This Agreement shall commence on the date hereof and shall be terminated by mutual agreement of the parties, except that any of the parties may terminate its obligations under this Agreement by providing the other parties hereto with 30-days written notice.

ARTICLE FOUR: INTENTIONALLY DELETED

ARTICLE FIVE: NOTICE

Notice to Board shall be addressed to:

Chief Human Resources Officer
Board of Education of the City of Chicago
125 South Clark Street, 2nd Floor
Chicago, Illinois 60603
FAX: (773) 553-2691

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1769

Notice to the City shall be addressed to:

Commissioner
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
FAX: (312) 744-2271

Commissioner
Department of Housing
City of Chicago
318 South Michigan Avenue
Chicago, Illinois 60604
FAX: (312) 747-2751

and

Office of the Corporation Counsel
City of Chicago
City Hall, Room 600
121 North LaSalle Street

Chicago, Illinois 60602
Attn: Finance & Economic Development Division
FAX: (312) 744-8538

Notice to LISC shall be addressed to:

LISC
1 North LaSalle Street, 12th Floor
Chicago, Illinois 60602
Attn: _____
FAX: (312) 360-0183

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other parties in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE SIX: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by any party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the Board, the City and LISC and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE SEVEN: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE EIGHT: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement or the Advisory Board.

ARTICLE NINE: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TEN: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE ELEVEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

ARTICLE TWELVE: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2002. Execution of this Agreement by the Board is authorized by Board Resolution _____. Execution of this Agreement by LISC is authorized by Resolution _____. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE THIRTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE FOURTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the Board, the City or LISC shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Board, the City or LISC. Further, no party to this Agreement has, either real or apparent, authority to bind any other party to any contract, commitment, action or the like.

ARTICLE FIFTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE SIXTEEN: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the Board, the City or LISC shall be individually or personally liable in connection with this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

**CITY OF CHICAGO, ILLINOIS, by
and through the Department of Planning and
Development and Department of Housing**

By: _____
Commissioner, Department of
Planning and Development

By: _____
Commissioner, Department of
Housing

**THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

By: _____
President

Approved as to Legal Form:

Attest: By: _____
Secretary

General Counsel

Board Resolution No.: _____

**LOCAL INITIATIVES SUPPORT
CORPORATION**

By: _____

Its: _____