

**MEMORANDUM OF AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES AND THE
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
REGARDING DISPOSITION OF THE JAMES R. THOMPSON CENTER IN
CHICAGO, ILLINOIS
(SHPO LOG #009043021)**

WHEREAS, the State of Illinois (State), acting through the Illinois Department of Central Management Services (CMS) plans to undertake the sale (Undertaking) of the James R. Thompson Center (JRTC) located at 100 West Randolph Street, Chicago, Cook County, IL; and

WHEREAS, on April 30, 2021, CMS consulted with and requested the concurrence of the Director of the Illinois Department of Natural Resources (IDNR), who is the duly designated State Historic Preservation Officer (SHPO), in the determination that the Undertaking would not constitute an adverse effect on a historic resource protected under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, on May 28, 2021, the SHPO concurred with CMS that the JRTC was not a historic resource as defined in the Act, and thus the sale of the JRTC would not have an adverse effect on a historic resource protected under the Act; and

WHEREAS, despite the SHPO's concurrence that the JRTC is not a historical resource, CMS voluntarily agrees to enter this Memorandum of Agreement (Agreement) with IDNR to record and preserve the legacy of the JRTC; and

WHEREAS, IDNR and CMS agree that should the JRTC ever be deemed a historic resource, as defined in the Act, the agreed upon mitigation measures recited below satisfy all obligations under the Act; and

WHEREAS, CMS has commenced a procurement process for the sale and disposition of the JRTC, specifically through the issuance on May 3, 2021 of a request for proposals (RFP) to interested purchasers/developers, which RFP contemplates a purchase and sale agreement (PSA) for transfer of title to the property to the selected purchaser/developer, subject to covenants therein; and

NOW, THEREFORE, CMS and IDNR agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to preserve the legacy of the JRTC, in the best interests of the State and taxpayers.

STIPULATIONS

I. MITIGATION

A. Recordation

CMS shall retain, or cause to be retained, a historical contractor(s) of CMS's choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. CMS will ensure that the following mitigation and Historic American Building Survey (HABS) recordation is completed by the Contractor. The recordation must follow the HABS/HAER/HALS guidelines established by the Heritage Documentation Programs (HPD) of the National Park Service (see: <https://www.nps.gov/hdp/standards/index.htm>) for the

HABS, Historic American Engineering Record (HAER), and Historic American Landscape Survey (HALS). The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

1. Fieldwork: Site Visit, Photography, Measurements
 - a. The Contractor shall take site, interior, exterior, and detail digital images of the JRTC. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
 - b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
 - c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS/HAER/HALS guidelines, with in-camera perspective correction (as needed).
 - d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. The SHPO will provide any comments within [thirty (30) days] after receipt. Upon SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been collected, which confirmation will not be unreasonably withheld or delayed, title to the JRTC property may be transferred to the Developer.
2. Recordation components shall consist of the following items.
 - a. Sketch plans, as defined by HABS/HAER/HALS guidelines. The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with HDP Transmittal Guidelines.
 - b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS/HAER/HALS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the HPD staff. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HPD staff.

- d. Narrative and description. A written historic narrative and an architectural description of the JRTC, highlighting relevance in the development of 20th Century architecture and contextual history including design, construction, and use, using HABS/HAER/HALS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original and historic drawings. Any original and historic drawings of the JRTC scanned at a minimum of 400 ppi and dropped full-size onto HABS/HAER/HALS title blocks. The Contractor must verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended (see: <https://www.nps.gov/hdp/standards/copyright.htm>). The finished sheets will be printed on vellum in accordance with HDP's Transmittal Guidelines. The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan information, photogrammetric data information).
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email in .pdf format the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. The SHPO will provide any comments within [thirty (30) days] after receipt. When the SHPO accepts in writing the 95% draft submission (which acceptance will not be unreasonably withheld or delayed), the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.
4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
- a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.
 - c. Digital versions of items I.A.2.a, b, c, d, e, and g uploaded to the State of Illinois file transfer site: <https://filet.illinois.gov/filet/pimupload.asp> with "SHPO.review@illinois.gov" as the recipient.

Upon final approval, the SHPO will submit the HABS recordation package to the HPD for eventual deposit in the Library of Congress. The SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois, and provide a web link to the HABS recordation on the SHPO website.

B. Additional Mitigation

1. With respect to the procurement process for the sale and disposition of the JRTC commenced by CMS, the RFP states, and will continue to state, that proposals may provide for the demolition of the JRTC or for alteration of the JRTC for use other than as a State office building (which alteration could include preservation and repurposing of the JRTC in whole, or in part, in its current design and form). The RFP will require that the proposals include information about the prospective developer's approach to satisfying the mitigation requirements of this Agreement. The RFP will also provide, or refer proposers to, information regarding tax benefits, if available, for preservation and rehabilitation of historic properties.
2. The RFP will include a form of PSA, pursuant to which the JRTC property will be sold and title transferred to the selected purchaser/developer. The PSA will include covenants of the developer to satisfy the mitigation requirements of this Agreement, to the extent not satisfied prior to execution of the PSA. Subject to compliance with the requirements of this Agreement, the form of PSA may be revised or amended as agreed by CMS and its selected developer.
3. If the proposal selected by CMS pursuant to RFP does not include rehabilitation of the JRTC, the developer may demolish and redevelop the JRTC after title to the property is transferred pursuant to the PSA and the provisions of Stipulation I.A (Recordation) are fulfilled. If the selected proposal does include rehabilitation, the developer and the SHPO may agree that rehabilitation be carried out in accordance with the recommended approaches in the *Secretary of the Interior's Standards for Rehabilitation*, to the extent feasible.
4. CMS will cause the (a) Jean Dubuffet "Monument with Standing Beast" sculpture, catalog number 240-020-020.001, (b) John Henry "Bridgeport" sculpture, catalog number 240-020-020.151, and (c) Richard Hunt "Illinois River" sculpture, catalog number 240-020-020.147, to be relocated or displayed at another public open space of similar prominence within the City of Chicago, or donate the three sculptures to IDNR, a museum, foundation, government entity, or other appropriate institution as agreed upon by CMS and SHPO for the purpose of being displayed in a prominent public space within the City of Chicago.
5. CMS will require the developer to preserve, or cause to be preserved, other artifacts or specified non-structural features of the JRTC, as mutually identified by CMS and SHPO, which may be retained at the property or donated to a museum, foundation, or other appropriate institution of architectural and historic preservation. These items will be identified prior to any construction activities occurring at the JRTC site. (Further, this obligation will be specified as a

covenant of the developer in the PSA, to the extent that responsibility for such preservation is not retained by CMS.)

6. CMS will require the developer to create and maintain, or have created and maintained, a permanent exhibit or virtual educational resource memorializing: the JRTC contribution to 20th Century architecture, the contribution to 20th Century architecture of Helmut Jahn (the architect for the JRTC), and the significant contribution made by James R. Thompson to the design and construction of the JRTC. The exhibit or resource may be developed in collaboration with a Chicago-area cultural or educational institution whose focus includes Chicago history or architecture. (Further, this obligation will be specified as a covenant of the developer in the PSA.)
7. CMS shall publish the RFP on the State procurement website and also make it available through other appropriate communication channels. CMS shall inform the public of the outcome of the RFP process and the proposed disposition of the JRTC on its website and through appropriate communication channels. CMS will require the developer to provide information concerning the status of the measures described in this Stipulation I.B. (Additional Mitigation) through a public website and other appropriate communication channels. (Further, this obligation will be specified as a covenant of the developer in the PSA.)

II. DURATION

Unless earlier terminated pursuant to Stipulation VII or otherwise by agreement of the signatories, this Agreement shall be effective until the earlier of (a) such time as all of the terms of Stipulation I (MITIGATION) are satisfied or (b) title to the JRTC property is transferred to a private party, subject to applicable requirements of this Agreement. Prior to such time, the signatories may consult to reconsider the terms of the Agreement and amend it in accordance with Stipulation VIII (AMENDMENTS) below. CMS shall notify the SHPO as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated adverse effects on historic properties found, CMS (or, following sale of the JRTC, the developer under a covenant in the PSA) shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, CMS understands and agrees that it must immediately stop work within the area of discovery, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 Ill. Adm. Code 4170) as administered by IDNR, which provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year until it expires or is terminated, CMS shall provide (or shall cause the developer, under a covenant in the PSA, to provide) to the SHPO a summary report detailing work undertaken pursuant to this Agreement. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the efforts to carry out the

terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the signatories shall consult with one another to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4(e).

CMS's responsibility to carry out all its other obligations subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VIII. COUNTERPARTS; PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A.pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Agreement by CMS and the implementation of its terms evidence that CMS has afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**MEMORANDUM OF AGREEMENT AMONG
CENTRAL MANAGEMENT SERVICES AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DISPOSITION OF THE JAMES R. THOMPSON CENTER IN
CHICAGO, ILLINOIS
(SHPO LOG #009043021)**

SIGNATORY

CENTRAL MANAGEMENT SERVICES

Signature: Janel Forde Date: June 4th, 2021

Janel L. Forde, Director
Illinois Department of Central Management Services

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Colleen Callahan Date: 6-7-21

Colleen Callahan, Director & State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR EXECUTION

Date: 6/7/2021

Legal Counsel: Renee Anon, GC