INTERAGENCY AGREEMENT
Between the
ILLINOIS ENVIRONEMTNAL PROTECTION AGENCY
And the
ILLINOIS HISTORIC PRESERVATION AGENCY

This Interagency Agreement ("Agreement") is entered into between the Illinois Environmental Protection Agency ("Illinois EPA") and the Illinois Historic Preservation Agency ("IHPA") for the purpose of collaborating on the mutually agreed upon project and activities at Pullman National Monument Factory Site ("the Factory Site") in Chicago, Cook County, Illinois.

ARTICLE I: BACKGROUND

A. Factory Site Background

Pullman is renowned as one of America's first and most important model industrial towns and for the seminal role this town played in the nation's urban planning, labor, transportation, architectural, and African-American history. Pullman affords the unique opportunity to tell in one location the story of Illinois' early industrialization, its key contributions in the development of the nation's transportation systems, and its vibrant African-American history.

On February 19, 2015, the President announced the establishment of a national park unit within the Pullman Historic District. The Pullman National Monument (204 acres) is centered on a twelve and one-half (12.5) acres site containing historic Pullman factory buildings. This twelve and one-half acre site constitutes the Factory Site.

The United States owns in fee simple the Administration Clock Tower Building ("the Clock Tower") situated on .2397 acres located within the Factory Site. The remainder of the property is owned by the IHPA. As a result of historic activities, the Factory Site contains certain environmental contaminants, including heavy metals and petroleum derivatives.

B. Illinois EPA Background

The Illinois EPA is a State agency created by statute (415 ILCS 5/4) and is responsible for administering and overseeing the remediation of sites that have been impacted by soil, water, and air contamination throughout the State of Illinois. Illinois EPA's mission is to safeguard environmental quality, consistent with the social and economic needs of the State, so as to protect health, welfare, property and the quality of life. Illinois EPA works to safeguard the state's natural resources from pollution to provide a healthy environment for its citizens. By partnering with businesses, local governments, and citizens, the Illinois EPA is dedicated to continued protection of the state's air, land, and water resources.

Pursuant to Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58, Illinois EPA has jurisdiction over the Site Remediation Program, under which the Factory Site will be remediated.

C. IHPA Background

The IHPA is a State agency created by statute (20 ILCS 3405/1) and is responsible for the operation of approximately sixty historic sites and memorials throughout the State of Illinois. IHPA's mission is to collect, preserve, interpret, and communicate the diverse heritage of Illinois and to educate the public by providing access to historic resources in the State. IHPA desires to work with all citizens, individually or in groups, to collect, preserve, and disseminate Illinois history so that current and future generations will possess a greater understanding and appreciation of our shared heritage in all its variations.

Pursuant to Section 6 of the Historic Preservation Agency Act, 20 ILCS 3405/6, IHPA has jurisdiction over the Factory Site. The IHPA has transferred ownership of the Clock Tower, which adjoins and shares its north wall with the North Factory Wing, to the United States National Park Service ("NPS") pursuant to the quitclaim deed recorded on December 30, 2014. The remainder of the Factory Site surrounding the Clock Tower is retained by IHPA.

ARTICLE II: AUTHORITIES

A. The Illinois EPA enters into this Agreement pursuant to the authority provided by:

5 ILCS 220/3 – Intergovernmental Cooperation Act
415 ILCS 5/4(d)(2) and 20(a)(10) – Illinois Environmental Protection Act

B. The IHPA enters into this Agreement pursuant to the authority provided by:

5 ILCS 220/3 – Intergovernmental Cooperation Act
20 ILCS 3405/16(b) and (q) – Historic Preservation Agency Act

ARTICLE III: SCOPE OF WORK

A. Joint Responsibilities of the Parties

The Parties:

1. Share the objective of restoring the Factory Site so that it can be made fully and safely available for public use and enjoyment, including historical and cultural interpretation, as a unit of the National Park System.

2. Share the objective of ensuring that the investigation, evaluation, and cleanup conducted at the Factory Site are thorough, satisfy applicable State and federal laws and regulations, and meet the highest professional standards, ensuring that the public is informed of environmental conditions on the Factory Site, allowing the Parties to address risks to public health, safety and the environment and to minimize risks of environmental liability exposure under state, federal, and common law.

3. Recognize that a thorough evaluation of the nature and extent of contamination at the Factory Site is required for development of a thorough and effective cleanup plan, and that

the Parties will consult regarding any additional investigation necessary to complete this evaluation of contamination at the Factory Site.

4. Shall collaborate on the plans and approvals necessary to facilitate the environmental remediation and the restoration of the Factory Site in order to minimize to the amount of work necessary for either undertaking. This collaboration shall include, but not be limited to, jointly reviewing any construction plans for the Factory Site, jointly reviewing relevant remediation plans, and collaborating on any required approvals or permits between the Parties before undertaking any activities associated with this Agreement.

5. Recognize that they share many common remediation goals and that they may also have some differences; the Parties will work to establish a collaborative process whereby differences are constructively and expeditiously identified, discussed, and resolved so as to satisfy the underlying goals of each of the Parties.

6. Shall make every effort to jointly participate in availability sessions with members of the public to discuss activities undertaken by the Parties at the Factory Site including, but not limited to, the plans and post-remediation design of the Factory Site, the status of any ongoing remediation of the Factory Site, and any developments regarding the Factory Site.

7. Acknowledge that this Agreement is contingent upon and subject to the availability of sufficient funds to each Party, as appropriate. Either Party may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required if (i) sufficient State funds have not been appropriated to the suspending Party [or sufficient Federal funds have not been made available to the suspending Party by the Federal funding source], (ii) the Governor or the suspending Party reserves appropriated funds, or (iii) the Governor or the suspending Party determines that appropriated funds [or Federal funds] may not be available for payment. The suspending Party shall provide notice in writing to the other Party of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the other Party's receipt of notice.

8. Shall collaborate on the development of the following additional agreements:

   Additional Partnerships. The Parties will explore the necessity of executing additional agreements/partnerships with the U.S. EPA, NPS, City of Chicago, and other local entities to provide assistance in remediation at the Factory Site.

   Environmental Remediation. Under one or more separate agreements, the Parties will coordinate with the NPS for environmental remediation work at the Clock Tower. This separate agreement or agreements will include, at minimum, authorization from NPS to Illinois EPA and any Illinois EPA contractors for access to the Clock Tower owned by NPS and NPS agreeing to take primary responsibility for compliance with the Comprehensive Environmental Response, Compensation, and Liability Act and the National Environmental Policy Act.

Historic Preservation. The Parties will enter into a separate agreement regarding the process for compliance with historic preservation laws, including the Illinois State Agency Historic Resources Preservation Act, 20 ILCS 3420, and the National Historic Preservation Act of 1966, 16 U.S.C. 470, as applicable.

Additional Agreements. The Parties may enter into additional written agreements for particular undertakings that are consistent with the terms and aims of this Agreement.

B. Responsibilities of the Illinois EPA

The Illinois EPA shall:

1. Support the mission of and maintain a collaborative relationship with the IHPA for the environmental remediation of the Factory Site.

2. Conform to standards of best practices and ethics common to all applicable local, State and Federal government laws and regulations.

3. Serve as the lead Agency in the remediation of environmental concerns at the Factory Site in a manner consistent with applicable State law and regulations.

4. Facilitate the remediation of environmental concerns at the Factory Site to comply with the appropriate remediation objectives for the future use of the Factory Site.

5. Employ, to the extent necessary, institutional controls and engineered barriers in order to comply with the applicable State law and regulations

6. Incur, subject to available appropriations, costs necessary to perform environmental remediation of the constituents of concern identified during the investigation of the Factory Site to the extent required by State law and regulations.

C. Responsibilities of the IHPA

The IHPA shall:

1. Provide access to the Factory Site by Illinois EPA personnel and Illinois EPA contractors for the purpose of performing remediation activities in accordance with this Agreement.

2. Enroll the Factory Site in the Illinois EPA-administered Site Remediation Program.

3. Conform to standards of best practices and ethics common to all applicable local, State, and Federal government laws and regulations.

4. Not assign any right or privilege under this Agreement to any third party.

ARTICLE IV: TERM OF AGREEMENT

Unless earlier terminated in accordance with Article VIII.C, this Agreement shall remain in effect for a period of four (4) years beginning on the date the last signature is affixed. This Agreement may be extended for an additional term of two (2) years by the written agreement of the Parties prior to expiration.

ARTICLE V: KEY OFFICIALS

A. **Designation:** Each Party shall designate one or more key personnel ("Key Official") to be responsible for coordination and communication between the Illinois EPA and the IHPA in connection with the activities to be performed pursuant to this Agreement. The Key Officials are:

For the Illinois EPA:

Name:	Heather Nifong
Title:	Acting Manager, Division of Remediation Management
Address:	1021 North Grand Ave., East, Springfield, IL 62794
Phone:	217-785-5729
E-mail:	heather.nifong@illinois.gov

For the IHPA:

Name:	Amy Martin
Title:	Director, Illinois Historic Preservation Agency
Address:	313 S. 6th Street, Springfield, IL 627901
Phone:	217-785-7930
E-mail:	amy.martin@illinois.gov

B. **Communications:** Notices from one Party to the other Party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the designated Key Official of the other Party at the address or contact number indicated above, or at such other address or contact number for such designated Key Official as may be provided by the other Party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such designated Key Official or such other person as mutually agreed by the Parties.

C. **Changes in Key Officials:** Neither Party may make any permanent change in the respective Party's designated Key Official without written notice to the other Party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in designated Key Officials will be made only by modification to this Agreement.

ARTICLE VI: LIABILITY.

The liability of either Party for damages, whether for personal injury or death or property injury or loss, due to the negligent act or omission of state employees acting within the scope of their duties under this Agreement shall be governed by the Illinois Court of Claims Act, 705 ILCS 505.

ARTICLE VII: STANDARD CLAUSES

A. **Audit and Access to Records:** The Parties shall each maintain, for a minimum of three (3) years after completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General; and the Parties each agree to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.

B. **Supersession:** The Illinois EPA and IHPA agree that this and other appropriate clauses in 40 CFR 31, or their equivalent, apply to that work eligible for U.S. EPA assistance to be performed under this Agreement and that these clauses supersede any conflicting provisions of this Agreement.

C. **Privity of Agreement:** If this Agreement is funded in part with funds from the U.S. EPA, neither the United States nor any of its departments, agencies, or employees or, or will be, a party to this Agreement or any lower tier agreement. Additionally, this Agreement would be subject to regulations contained in 40 CFR 31, in effect on the date of the assistance award for this project.

ARTICLE VIII: MODIFICATION, INABILITY TO PERFORM, AND TERMINATION

A. **Modification:** This Agreement and any attachments incorporated herein and made a part hereof, constitutes the entire Agreement between the Parties. This Agreement may be modified only by a written instrument executed by the Parties.

B. **Inability to Perform:** If one Party becomes aware that any obligation(s) or task(s) required under this Agreement cannot or will not be performed, that Party shall provide written notification to the other Party. Such notice must be provided immediately or as soon as is reasonably possible after the notifying Party becomes aware that a required obligation or task will not be met.

C. **Termination:** Except as provided in Article III.A.7, either Party may terminate this Agreement by providing the other Party with thirty (30) days advance written notice. In the event that one Party provides the other Party with notice of its intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE IX: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By: Lisa Bonnett
Name: Lisa Bonnett
Title: Director

8/24/15
Date

ILLINOIS HISTORIC PRESERVATION AGENCY

By: _____
Name: Amy Martin
Title: Director

8/18/15
Date