

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES
AND
THE ILLINOIS HISTORIC PRESERVATION AGENCY
REGARDING THE
ASSEMBLY HALL/STATE FARM CENTER RENOVATION AND ADDITIONS
LOCATED IN
CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS**

WHEREAS, the Board of Trustees of the University of Illinois serves as the governing body of the University pursuant to 110 ILCS 305 et. seq. and 110 ILCS 310 et. seq., and is solely responsible for the management and government of University property; and

WHEREAS, the Illinois Historic Preservation Agency (IHPA) is authorized by the National Historic Preservation Act of 1966 to administer federal and state preservation programs and laws, and to reflect the interests of Illinois and its citizens in the preservation of their cultural heritage; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220 et. seq.) and the Constitution of the State of Illinois permit the State of Illinois and governmental agencies to cooperate together in performance of their responsibilities by contracts and other agreements; and

WHEREAS, the Board of Trustees of the University of Illinois, on behalf of the University of Illinois at Urbana-Champaign (UIUC), proposes to renovate and make additions to the Assembly Hall/State Farm Center located in Champaign, Champaign County, Illinois, a building/site eligible for listing on the National Register of Historic Places; and

WHEREAS, UIUC desires to comply with the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420 et. seq.) (the Act) and its adopted rules (17 Illinois Administrative Code 4180), with regard to the Assembly Hall/State Farm Center Renovation and Additions (the Project);

NOW THEREFORE, UIUC and IHPA agree to administer the Act's compliance procedures for the Project in accordance with this Agreement in order to allow for expeditious document review, subsequent consultations, formal comment and dispute resolution.

A. UIUC and IHPA agree to the following stipulations:

1. The area of Potential Effects (APE) for the Project includes Assembly Hall/State Farm Center, its surrounding site bounded by West Kirby Avenue on the North, 4th Street on the East, St. Mary's Road on the South and 1st Street on the West (Site); adjacent areas to be used for construction

operations (i.e. staging, lay down areas, parking, etc.) and viewsheds of the Assembly Hall/State Farm Center; and the UIUC campus and the surrounding Champaign-Urbana communities.

2. UIUC has submitted to IHPA, and IHPA has reviewed and had the opportunity to comment on, the Final Schematic Design Report for the Project, dated October 26, 2012.
3. Elements of the schematic design proposal for the Project may adversely affect character defining architectural/engineering elements of the Assembly Hall/State Farm Center building/site and may be in variance with the *Secretary of Interior's Standards for Treatment of Historic Properties and Guidelines for Rehabilitating Historic Buildings (Standards)*.
4. UIUC and IHPA have consulted and agreed that any adverse effects to the Assembly Hall/State Farm Center as a result of the Project can in part be mitigated by the preparation and submittal of Illinois Historic American Building Survey (IL HABS) documentation for the Assembly Hall/State Farm Center.
5. UIUC has submitted, and IHPA has accepted, IL HABS documentation in its entirety for the Assembly Hall/State Farm Center under the IL HABS designator No. CH-2013-1, Assembly Hall, University of Illinois at Urbana-Champaign.

B. UIUC Roles and Responsibilities.

1. The Project design shall be compatible with the historic architectural/engineering character of the Assembly Hall/State Farm Center and its surrounding site in terms of scale, massing, color and materials, is responsive to the recommended approaches for rehabilitation and new construction set forth in the *Standards*, and is developed in consultation with IHPA.
2. UIUC will provide plans and specifications to IHPA as follows:
 - a. Initial Review. When the Project's plans and specifications are, as determined by UIUC, approximately fifty percent (50%) complete (the "Initial Review"), UIUC shall provide the State Historic Preservation Officer with a single copy so that IHPA may determine that the Project substantially complies with relevant portions of the *Standards*. IHPA shall raise all concerns regarding the Project's compliance with the *Standards* at the Initial Review, and agrees that only the significant character-defining features of the Assembly Hall/State Farm Center building, any attached new

construction and the surrounding Site shall be subject to IHPA's review in compliance with the *Standards*. IHPA shall complete its initial review within 30 days of its receipt of the plans and specifications, or forever waives any objections thereto. To address issues raised by IHPA regarding compliance with the *Standards*. UIUC agrees to address issues raised by IHPA regarding compliance with the *Standards*.

- b. Final Review. When the Project's plans and specifications are, as determined by UIUC, approximately ninety-five percent (95%) complete (the "Final Review"), UIUC agrees to provide IHPA with a single copy solely so that IHPA may confirm that the Project's specifications and scope of work described in the plans and specifications during the Initial Review have not materially changed. IHPA shall not raise any new issues in the Final Review regarding the Project's compliance with the *Standards* that were not raised in the Initial Review, unless UIUC's changes to the plans and specifications raise new issues of the Project's substantial compliance with the *Standards*.
 - c. Between the Initial Review and the Final Review, UIUC will notify IHPA of any significant design modifications to the Project's plans and specifications and allow IHPA 10 working days to comment on those changes and their relation to the *Standards*.
3. UIUC shall afford IHPA an opportunity to attend design review meetings concerning the Project to ensure design in accordance with the *Standards*.
 4. UIUC shall afford IHPA controlled/accompanied access to the Project site for assessment of the potential affects of UIUC proposals on historic properties and consideration/ development of alternatives courses of action.
 5. UIUC shall afford IHPA controlled/accompanied access to the Project site upon completion of the Project for final assessment of the resultant affect of UIUC actions on the historic architectural/engineering integrity of the Assembly Hall/State Farm Center and site.

C. IHPA Roles and Responsibilities.

1. IHPA's administrative responsibilities in accordance with the Act, its accompanying rules and the agreed upon terms of this Agreement, shall be performed in an expeditious manner.

2. IHPA shall provide written comment to UIUC on all project related correspondence/documents submitted within 30 days of receipt.

D. Dispute Resolution.

1. Should IHPA object in writing to UIUC Project design proposals in accordance with this Agreement, UIUC and IHPA shall consult to resolve the objection. If UIUC and IHPA determine the objection can not be resolved, UIUC will forward all documentation relevant to the dispute to the State of Illinois Historic Preservation Mediation Committee (Committee) as defined in Section 4(f) of the Act. Within 30 days of submission of relevant dispute documentation by UIUC, the Committee will meet with UIUC and IHPA to review dispute documentation and to evaluate the existence of feasible and prudent alternatives to the disputed issue(s). In the event that UIUC and IHPA continue to disagree on the disputed issue(s), the Committee shall, within 30 days of the meeting with UIUC and IHPA, issue a statement of findings or comments setting forth an alternative or stating that there is no feasible and prudent alternative to the disputed issue. UIUC shall consider the written comments of the Committee and shall respond to the Committee in writing as to its selected approach before proceeding physically with the Project.
2. At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised in writing to UIUC and IHPA, UIUC and IHPA will take the objection into account and consult, if mutually agreed upon, with the objecting party to resolve the objection.

E. Duration, Amendments and Termination.

1. This Agreement will continue in full force and effect for the duration of the Project.
2. No modification to this Agreement will be executed unless mutually agreed upon by both parties in writing. Either party may request amendment by presenting written amendment language to the other, whereupon parties will consult to consider such an amendment.
3. Either party may terminate this Agreement by providing 30 days' notice to the other, provided that parties consult prior to termination to seek agreements on amendments or other actions that would avoid termination. In event of termination, parties will act in accordance with procedures set forth in Section 4 of the Act.

Execution of this Agreement and implementation of its terms evidences that parties have had a reasonable opportunity to comment, in accordance with the Act, on the Project and that UIUC has taken into account the effects of the Project on historic properties.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Walter K. Knorr, Comptroller

Date

Approved:

Phyllis M. Wise, Chancellor

Date

Helen J. Coleman, Director of Planning

Date

Approved as to form:

Office of the University Counsel

Date

THE ILLINOIS HISTORIC PRESERVATION AGENCY

Amy Martin
Director

Date

8/28/13