

**MEMORANDUM OF AGREEMENT AMONG
EL VALOR CORPORATION, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND REPAIR OF
A FAÇADE FOR AN OFFICE BUILDING AT
1850 W 21ST STREET CHICAGO, ILLINOIS
(SHPO LOG #020062321)**

WHEREAS, El Valor Corporation (Owner) undertook the demolition and repair of a façade at 1850 W 21st Street Chicago, IL; and

WHEREAS, the project has received funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) and requires be considered an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, the Owner has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, the 1850 W 21st facade project was started before a notice of award from DCEO and the need for prior consultation with the SHPO; and

WHEREAS, the property at 1850 W 21st street was experiencing imminent failure of its façade putting the health and safety of its employees, clients, and the community at risk, and potentially preventing the agency from operating; and

WHEREAS El Valor consulted with construction professionals and was informed the façade of the 1850 W. 21st property was at risk of imminent failure, including the façade completely separating from the building. El Valor was informed this presented a tremendous risk and began emergency repairs of the building's façade.

WHEREAS, El Valor Corporation is an agency who provides essential services to adults with disabilities, and children. El Valor has been a part of the Pilsen community for almost 50 years. The ability to remain open and provide a safe and secure location for services is of the utmost importance, especially during the COVID-19 pandemic and it's documented disparate impacts on communities of color, which El Valor serves; and

WHEREAS, any closure of El Valor's 1850 W 21st property, would have a profound impact on the community it serves, not allowing them to provide essential services to over 4,000 families in the Chicagoland Area. El Valor acts as a safety net for its community as 97% of its clients and

their families live below the poverty line; and

WHEREAS, El Valor, in the best interest of protecting the community, began repair work on its façade at the 1850 W 21st property before any notice of receiving funding from DCEO; and

WHEREAS, El Valor received notice it was to receive an award of funding from the DCEO after El Valor was forced to begin repairing its façade. El Valor consulted with DCEO and notified them it would place the cost to repair the 1850 W. 21st façade on the grant award; and

WHEREAS, El Valor complied with DCEO's process for grant disbursement and submitted the costs of its emergency repairs of its 1850 W 21st property; and

WHEREAS, on August 9, 2021, the SHPO determined the building at 1850 W 21st Street contributes to the Pilsen Historic District, on the National Register of Historic Places (NRHP); and

WHEREAS, the SHPO has determined that the Undertaking had an adverse effect on the Building and NRHP Historic District; and

NOW, THEREFORE, the Owner, El Valor, DCEO, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible property and Historic District.

STIPULATIONS

I. MITIGATION

El Valor will work with other community organization in Pilsen to develop an oral history of the community. The goal of the oral history will be to record the legacy of community organizations in the Pilsen area, and how they have impacted the community. The agency will make a report of the history of the 1850 w 21st street property and how it has transformed with the Pilsen community. The agency will provide the report to the SHPO and on the organization website and/or social media. The agency will also host a night for the community to present the report and display the history of the community, the date to be arranged, and reported to the SHPO.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced. Prior to such time, El Valor may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The El Valor shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the El Valor 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, the El Valor 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 IAC 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 6 months following the execution of this Agreement until it expires or is terminated, El Valor shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in El Valor's 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, El Valor shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e. El Valor's responsibility to carry out all other actions 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; FACSIMILE OR .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 facsimile or .pdf copy of

this Agreement and any signatures thereon will be considered for all purposes as an original.


EXECUTION of this Agreement by El Valor, DCEO, and SHPO and the implementation of its terms evidence that El Valor 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
EL VALOR CORPORATION, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND REPAIR OF
A FAÇADE FOR AN OFFICE BUILDING AT
1850 W 21ST STREET CHICAGO, ILLINOIS
(SHPO LOG #02006232)**

SIGNATORY

El Valor Corporation (Owner)

Signature:  Date: 2/7/22
Name: Rey Gonzalez
Title: President / CEO

**MEMORANDUM OF AGREEMENT AMONG
EL VALOR CORPORATION, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND REPAIR OF
A FAÇADE FOR AN OFFICE BUILDING AT
1850 W 21ST STREET CHICAGO, ILLINOIS
(SHPO LOG #02006232)**

SIGNATORY

Department of Commerce and Economic Opportunity

Signature: *Sylvia I. Garcia* Date: 2/22/22

Name: Sylvia I. Garcia

Title: Acting Director

MEMORANDUM OF AGREEMENT AMONG
EL VALOR CORPORATION, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND REPAIR OF
A FAÇADE FOR AN OFFICE BUILDING AT
1850 W 21ST STREET CHICAGO, ILLINOIS
(SHPO LOG #02006232)

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 2/4/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources