MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE ILLINOIS HISTORIC PRESERVATION AGENCY,
THE ILLINOIS EMERGENCY MANAGEMENT AGENCY AND
MARTINSVILLE COMMUNITY SCHOOL DISTRICT #C-3
PURSUANT TO 36 CFR SECTION 800.6(c)
REGARDING THE DEMOLITION OF
MARTINSVILLE HIGH SCHOOL
MARTINSVILLE, CLARK COUNTY, ILLINOIS

WHEREAS, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security proposes to administer Federal disaster assistance pursuant to the Robert T. Stafford Disaster Relief Emergency Assistance Act, 42 U.S.C.§5121-5206 (Stafford Act) through the Illinois Emergency Management Agency (IEMA) to the Martinsville Community School District #C-3 (Sub-grantee), for the demolition (Undertaking) of the Martinsville High School, substantially damaged as a result of flooding in June 2008 that resulted in federally declared disaster 1771-DR-IL; and

WHEREAS, FEMA has determined that the Undertaking will have an Adverse Effect on Martinsville High School, which has been determined eligible for listing on the National Register of Historic Places, and has consulted with the Illinois Historic Preservation Agency (IHPA) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, a Phase I archaeological survey was carried out and no archaeological resources were found to exist on the property; and

WHEREAS, FEMA has notified the Advisory Council on Historic Preservation (Council) regarding its intent to prepare a Memorandum of Agreement (MOA) to satisfy FEMA's Section 106 responsibilities pursuant to 36 CFR Part 800.6 (a)(1), and the Council has declined to formally consult or to become a signatory party, pursuant to 36CFR 800.6(a)(1)(iii); and

WHEREAS, IEMA as the grantee and the Martinsville Community School District #C-3 as the Sub-grantee have been invited as signatories to the MOA;

NOW, THEREFORE, FEMA, IHPA, IEMA and the Sub-grantee agree that the following stipulations will be undertaken by the Sub-grantee in order to mitigate the effect of the Undertaking on historic properties.

STIPULATIONS

I. Documentation and Recordation of Structure

A. The recordation contract will be awarded to the consultant of the sub-grantee's choice, provided that the consultant is qualified to perform the work and agrees to meet Illinois Historic American Building Survey (IL HABS) Standards and Guidelines. The Sub-grantee shall ensure the following measures are carried out.

(1) Prepare a narrative history of the property and structures and architectural description of the building using the IL HABS designated outline format.

(2) Provide the following 35 mm 5x7 black and white photographs or digital images that meet the National Park Service National Register of Historic Places recordation standards of the school and any outbuildings prior to any removals:

- An overall view of the primary building and any outbuildings showing how they relate to each other and the landscape.
- Building site views
- Exterior elevations
- Oblique views of the primary building
- Distinctive exterior architectural features
- Significant interior spaces and features

The Sub-grantee shall submit this documentation in draft form to IHPA (address below) for review and written approval. The IHPA package should also include digital photographs of the structures on a CD-ROM. The Sub-grantee will provide IEMA and FEMA with a copy of the cover letter transmitting this information to the IHPA, and shall forward a copy of their written comments to FEMA.

B. Once IHPA approval is received, the Sub-grantee shall prepare two copies of the approved documentation. The photographs shall be printed on archivally stable paper; the location of the property shall be labeled on the back in pencil or archival photo labeling pen, and the negatives shall be labeled on a photo log.

These materials shall be provided to:

(1) Martinsville Community School District #3
Martinsville District Office
P.O. Box K, West Cumberland Street
Martinsville, IL 62442

(2) Anne E. Haaker
Deputy State Historic Preservation Officer
Preservation Services Division
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, IL 62701-1507

The IHPA's copy should include the negatives, if available, and the accompanying photo log.

C. Upon IHPA's written acceptance of the draft IL HABS documentation, the Sub-Grantee may commence demolition activities to the building.

II. Salvage of Architectural Features

A. The Sub-grantee in consultation with IHPA, will identify significant architectural features to be removed from the property.

B. The Sub-grantee will be responsible for removing the architectural features within sixty (60) days and storing them in a secure location.

C. The Sub-grantee may utilize the architectural features for educational purposes in a display of the Town of Martinsville's architectural history or may incorporate them into the design of the new school. As an alternative, the Sub-grantee, in consultation with IHPA, will attempt to identify a private or public not-for-profit local or regional historic preservation organization interested in receiving a donation of the architectural features. The organization may sell the architectural features to the general public for the specific purpose of raising funds to support future historic preservation activities in the region.

D. The Sub-grantee shall realize no financial gain from the transfer of architectural features to the historic preservation organization or from any subsequent sale. Any income derived by the Sub-grantee from the sale of architectural features would be considered project income to be deducted from proceeds of the project funding.

III. Demolition

The Sub-grantee will notify FEMA, through IEMA, and the IHPA that demolition of the historic building will be carried out if any of the following conditions exist:

A. No local or regional not-for-profit organization interested in salvaging the property has been identified; or

B. The property has been salvaged pursuant to the terms of Stipulation II.

Once the Sub-grantee has notified FEMA and the IHPA that demolition will occur, and has waited 10 working days for any questions or objections to be raised, the Sub-grantee may undertake demolition of the property subject to the Stipulations of this document. The Sub-grantee is responsible for identifying and receiving all other local, state and federal permits and/or approvals regarding demolition, recycling and landfill activities; execution of this agreement by FEMA, IEMA and the IHPA does not relieve the Sub-grantee from those obligations.

IV. Duration and Amendments

This agreement will be null and void if its terms are not carried out within one year from the date that it has been executed by all signatories. If any signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR part 800.6(c)(7) and 800.6(c)(8).

Execution of the MOA by FEMA, IHPA, IEMA and the Sub-grantee, submission of the documentation and filing this MOA with the Council pursuant to 800.6(b)(1)9iv) and implementing its terms evidences that FEMA has taken into account the effects of this Undertaking on historic properties and afforded the Council the opportunity to comment.

Execution of this MOA and/or the adoption of its stipulations evidences that any involved federal agency has fulfilled its responsibilities under the National Historic Preservation Act. Similarly, execution of this MOA and/or the adoption of its stipulations by involved State agencies also evidences that those agencies fulfilled their responsibility to consider historic resource impacts as mandated by the Illinois Historic Preservation Act.

EXECUTED:

FEDERAL EMERGENCY MANAGEMENT AGENCY

4/13/09

Amanda C Ratliff, **Date**
Regional Environmental Officer, FEMA Region V

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

3-27-09

Anne Haaker, **Date**
Deputy State Historic Preservation Officer

ILLINOIS EMERGENCY MANAGEMENT AGENCY

4-2-09

David L. Smith **Date**
Chief, Bureau of Disaster Assistance and Preparedness

MARTINSVILLE COMMUNITY SCHOOL DISTRICT #3

4-2-09

Jill Rogers, **Date**
Superintendent, Martinsville Community School District #3