

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

WHEREAS, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security proposes to administer Federal disaster assistance through FEMA's Public Assistance Program pursuant to the Robert T. Stafford Disaster Relief and Emergency Act, 42 U.S.C. §§5121-5207 (Stafford Act) through the West Virginia Division of Homeland Security and Emergency Management (WVDHSEM) to the West Virginia School Building Authority (SBA) for the demolition of Clendenin Elementary School, Kanawha County, West Virginia (Undertaking), that is located in the 100-year floodplain and was substantially damaged by flooding in June 2016, which resulted in declared disaster DR-4273-WV; and

WHEREAS, FEMA has defined the Undertaking's area of potential effects (APE) as the site of Clendenin Elementary School, which is located on a three-and-one-quarter acre parcel; and

WHEREAS, FEMA, in consultation with the West Virginia State Historic Preservation Officer (SHPO), has determined that Clendenin Elementary School, 503 Maywood Avenue East, Clendenin, Kanawha County, West Virginia 25045, is individually eligible for listing in the National Register of Historic Places (NRHP) (historic property) under Criterion C (Architecture) for its significance as a representative example of the Art Deco style applied to a public school building; and

WHEREAS, FEMA has determined that the Undertaking will have an Adverse Effect on the historic property, and the SHPO has concurred with this determination in accordance with the *Programmatic Agreement Among the Federal Emergency Management Agency, the West Virginia State Historic Preservation Officer, the West Virginia Division of Homeland Security and Emergency Management, the Catawba Indian Nation, and the Seneca Nation of Indians of New York* (Statewide PA), executed June 22, 2016; and

WHEREAS, FEMA in consultation with the SHPO determined that the site of the Clendenin Elementary School has high probability for the presence of archaeological deposits, and has therefore agreed that the concrete foundation will remain in place, if at all feasible, and all excavation of lower soils will be avoided. If the foundation must be removed, only concrete shall be removed as excavation into lower soils may impact potential archaeological materials. If this condition is followed, FEMA has determined that the Undertaking will result in No Historic Properties Affected (archaeology) and the SHPO has concurred with this determination; and

WHEREAS, FEMA has notified the Advisory Council on Historic Preservation (ACHP) regarding its intent to prepare a Memorandum of Agreement (MOA) to satisfy its Section 106 responsibilities pursuant to 36 CFR Part §800.6(a)(1)(iii) and section II.C.6 of the FEMA Statewide PA, and in a letter dated July 18, 2017, the ACHP declined to participate; and

WHEREAS, FEMA notified the Federally-recognized Catawba Indian Nation (Catawba Nation), a signatory to the FEMA Statewide PA, in correspondence dated January 18, 2017, of the Adverse Effect on the historic property and FEMA's determination in consultation with SHPO that the Undertaking would result in No Historic Properties Affected (archaeology); and the Catawba Nation has expressed that they have no immediate concerns with regard to traditional cultural properties, sacred sites or Native American archaeological sites within the boundaries of the proposed project area; and

WHEREAS, FEMA notified the Seneca Nation of Indians of New York (Seneca Nation), a signatory to the FEMA Statewide PA, in correspondence dated January 18, 2017, of the Adverse Effect on the historic property (Clendenin Elementary School) and FEMA's determination in consultation with SHPO that the Undertaking would result in No Historic Properties Affected (archaeology); and the Seneca Nation has not responded; and

WHEREAS, FEMA notified potential consulting parties of the Adverse Effect in correspondence dated March 3, 2017, and invited participation in the development of the MOA; and

WHEREAS, FEMA provided a public comment period of two weeks and held a public meeting regarding the Undertaking in Clendenin, Kanawha County, West Virginia, on August 17, 2017; and

WHEREAS, FEMA has invited WVDHSEM as the Grantee, SBA as Sub-Grantee, Kanawha County Board of Education (Kanawha County BOE) as property owner, and 25045 – A New Clendenin, Inc., (New Clendenin), a 501(c)(3) community organization, to become invited signatories to this MOA; and

WHEREAS, FEMA, in consultation with SHPO, has invited the Town of Clendenin to concur with the terms of this MOA, as provided by 36 CFR §800.6(c)(3); and

WHEREAS, FEMA, in consultation with the SHPO, has invited the Preservation Alliance of West Virginia, Inc., Kanawha Valley Historical and Preservation Society, Inc., and the Clendenin Elementary School Parent-Teacher Organization to participate as concurring parties, and they have elected to not participate; and

WHEREAS, all references to time periods in this MOA are in calendar days and notices and other written communications to FEMA may be submitted by e-mail; and

NOW, THEREFORE, FEMA, SHPO (signatories), WVDHSEM, SBA, Kanawha County BOE, and New Clendenin (invited signatories) agree that the Undertaking shall be implemented in

accordance with the following stipulations in order to mitigate the effect of the Undertaking on historic properties.

STIPULATIONS

To the extent of its legal authority and in coordination with the SHPO, WVDHSEM, SBA, Kanawha County BOE and New Clendenin, FEMA will require that the following measures are implemented:

I. Mitigation Measures

Kanawha County BOE shall retain ownership of the Clendenin Elementary School site until all treatment measures to be executed by SBA are complete. At that time, Kanawha County BOE shall transfer the site to New Clendenin (See Appendix A). All measures shall be completed within twenty-four (24) months from the date of execution of this MOA.

A. Walking Path and Interpretive Signage: FEMA shall provide funds to SBA through the WVDHSEM to construct a 1580-linear foot walking trail around the perimeter of the Clendenin Elementary School parcel. This walking path will be 8 feet wide with a stone base and asphalt surface. A wood safety railing will also be installed on that part of the path that parallels Maywood Avenue East. SBA shall also install four (4) 20-inch x 30-inch interpretive signs that describe specific events in the history of Clendenin.

1. Within thirty (30) days after the date of execution, SBA shall coordinate a meeting among the signatories and invited signatories to discuss the requirements of the MOA specific to the successful and timely completion of this treatment measure. New Clendenin and SHPO shall be considered to be the primary Subject Matter Experts (SMEs) for the purpose of identifying appropriate subject matter for the interpretive signs and shall be consulted on their location relative to the walking trail and the old bus garage. The group will also review the final location of the walking trail.
2. SBA shall utilize either their existing staff resources, or shall hire a qualified consultant to assist in the development of a plan for the content and design of the interpretive signs.
3. Upon completion of the plan, SBA shall submit the draft plan (which shall include content, materials, design, and the location of the interpretive signs in relation to the walking trail and the old bus garage) to the signatories and invited signatories for a thirty (30) day review and comment period. These comments will be incorporated into any revision. At the end of this review period, the signatories and invited signatories will meet to finalize the plan.
4. SBA may award the associated contracts to contractors of their choice, but will follow any required procurement procedures and policies.

5. SBA and their consultant will then carry out the production and installation of the interpretive signs and construction of the walking trail. SBA will secure any required permits in advance of construction and installation.
 6. Neither SBA nor Kanawha County BOE shall be responsible for any post-installation repairs or maintenance of the interpretive signs or the walking trail.
 7. New Clendenin shall be responsible for post-installation maintenance of the walking trail and interpretive signs.
- B. Mural: FEMA shall provide funds to New Clendenin for application of a mural that will cover the west wall of the old bus garage located on the east side of the Clendenin Elementary School site.
1. Within sixty (60) days after the date of execution, New Clendenin shall coordinate a meeting among the signatories and invited signatories to discuss the requirements of the MOA specific to the successful and timely completion of the mural. This discussion should address the preparatory work as well as concepts for the mural. The content of the mural shall reflect, but not duplicate, the content of the interpretive signs described in Section I.A., and may include other cultural references appropriate for the Clendenin community.
 2. Within 120 days after the date of execution, New Clendenin shall identify the contractor who will perform the preparatory work and the artist who will design and execute the mural. Preparatory work shall include relocation of the current electrical service mounted on the building and removal/covering of existing openings.
 3. Within 180 days after the date of execution, New Clendenin shall submit the proposed mural design and execution plan for both the preparatory work and the mural to the signatories and invited signatories for a thirty (30) day review period. The execution plan for the mural shall include surface preparation, base coats, and any UV shields or weather-proofing varnishes that may be applied as well as the schedule for execution. The comments of the signatories will be considered in any revisions. However, New Clendenin and SHPO shall be considered to be the primary SMEs for the purpose of identifying appropriate subject matter for the mural, and New Clendenin shall be the primary determiner of the artistic design. New Clendenin shall also provide a courtesy review opportunity to any concurring party to this MOA.
 4. New Clendenin shall be responsible for any required conservation, maintenance, and refurbishing of the mural and the costs associated with these activities.

5. The contract between New Clendenin and the artist shall be a work-for-hire contract and shall include language indicating that New Clendenin is the owner of the art work and holds the copyright, except that the artist may retain the self-promotion copyright.
- C. Big Sandy High School Memorial: FEMA shall provide funds to SBA through the WVDHSEM to incorporate the “Big Sandy High School” surround into a memorial marker for Clendenin Elementary School.
1. While demolishing Clendenin Elementary School, SBA shall take all necessary measures to remove, intact, the “Big Sandy High School” masonry surround from the main entrance of the school.
 2. SBA will incorporate the “Big Sandy High School” surround into a memorial structure that will be located on the parcel that currently includes the site of the Clendenin Elementary School. SBA will ensure the safety and preservation of the surround until its reuse. (See Attachment A which provides a concept design that sets basic parameters for this treatment measure).
 3. SBA shall utilize either existing staff resources, or shall hire a qualified consultant to assist with the final design of the memorial. SBA shall consult with the signatories and invited signatories early in the design phase regarding its appearance and location. New Clendenin should be considered a primary decision maker on the location of the memorial so that the memorial does not adversely affect their future plans for the site.
 4. Within 120 days after the date of execution, SBA shall submit a plan for the memorial (including the proposed location) to the signatories and invited signatories for a thirty (30) day review and comment period. These comments will be incorporated into any revision. SBA may also provide a courtesy review opportunity to the concurring party. At the end of this review period, the signatories will meet to finalize plans for the memorial.
 5. SBA may utilize existing staff resources or may award the construction contract to the contractor of their choice, but will follow any required procurement procedures and policies and will secure any required permits in advance of installation.
 6. SBA will then carry out the construction and installation of the memorial.
 7. New Clendenin shall be responsible for the maintenance of the memorial.
 8. Should the surround be damaged during removal from the Clendenin Elementary School building, SBA will not be responsible for repairing or replicating the surround, but shall offer the remains to New Clendenin, which may elect to incorporate the pieces into a project of their choice. FEMA will not provide

funding for the reuse of the damaged surround unless the proposed project can be incorporated at a reasonable cost as determined by FEMA into a treatment measure identified in this MOA.

D. Flagpole and Planter: SBA will install a flagpole with surrounding brick planter and up-lighting on the parcel of Clendenin Elementary School.

1. Within ninety (90) days after execution, SBA shall coordinate a meeting among the signatories and invited signatories to discuss the requirements of the MOA specific to the successful and timely completion of this treatment measure. New Clendenin's desires regarding location and design shall, as much as practical, be factored into the design and location of the flagpole and planter.
2. SBA may utilize existing staff resources or may hire a qualified consultant to design the flagpole, planter, and electrical service and up-lighting.
3. Within 150 days after execution, SBA will submit an implementation plan to the signatories and invited signatories for a thirty (30) day review and comment period. These comments will be incorporated into any revision. SBA may also provide a courtesy review opportunity to the concurring party. At the end of this review period, the signatories and invited signatories will meet to finalize plans for the memorial.
4. Once approval from all signatories is received, SBA will proceed with installation. SBA may award the contract to the contractor of their choice, but will follow any required procurement procedures and policies and will secure any required permits before proceeding with installation.
5. New Clendenin shall be responsible for maintaining the flagpole and planter.

E. Hands-On Curriculum for Clendenin and Bridge Elementary Schools:

1. In order to mitigate the loss of Clendenin Elementary School, which resulted in the consolidation of two elementary schools, Kanawha County BOE will introduce a hands-on curriculum consisting of a series of five (5) learning kits that will focus on community history and the built environment. Clendenin and Bridge elementary schools will schedule a one-half hour session of inter-grade teamwork daily that will be led by fifth grade students and overseen by teachers. Children will work in teams that will help to merge the two student bodies. This program will encourage critical thinking as well as introduce heritage education activities that will foster appreciation of history and architecture. This curriculum will be implemented during the 2017-2018 school year. These learning kits will include:

Kit 1: Students will interview members of their parents' and grandparents' generations to gather new perspectives on life in Clendenin in the past and the role

the historic landscape has played in the life of the community. Students will construct models of major landmarks to support understanding and appreciation of landmark buildings in the town of Clendenin.

Kit 2: Students will use photography to explore Clendenin's built environment and will host an on-line exhibit, using photos and words to interpret their community.

Kit 3: Students will learn how to protect historic buildings from tornado and flood damage and will look at the impacts of water and wind on the landscape.

Kit 4: Students will examine floor plans for schools of yesterday and today, and design a floor plan incorporating old and new design elements to create a model school building.

Kit 5: Students will learn about Art Deco architecture and will model a building based on Art Deco concepts of design.

- F. Recordation: Upon execution of this MOA, FEMA shall submit its completed photographic and written documentation of Clendenin Elementary School as required in Appendix C (Treatment Measures) of the FEMA Statewide Agreement. FEMA has consulted with the SHPO to determine the level and format of recordation required for Clendenin Elementary School. FEMA shall ensure that the following recordation package is submitted to the SHPO for review and approval prior to demolition of Clendenin Elementary School.
1. FEMA will digitally photograph the interior and exterior of Clendenin Elementary School. This photographic recordation will be performed by or under the direct supervision of an individual who meets the Secretary of the Interior's Professional Qualification Standards set out at 48 FR 44716, September 29, 1983, for History, Architectural History, or Historic Architecture as determined by the FEMA Federal Preservation Officer (FPO). FEMA will take photographs of the following views:
 - i. Elevation/oblique of the four primary facades
 - ii. Detail of main entrance
 - iii. Detail of windows
 - iv. Representative interior hallway
 - v. Representative classroom views
 - vi. Any additional significant detail identified by the team lead.
 2. The digital photographs (color) and black-and-white photographs must comply with requirements specified in the National Park Service's *National Register Photo Policy Factsheet*, updated on May 15, 2013, which can be found at https://www.nps.gov/nr/PUBLICATIONS/bulletins/photopolicy/Photo_Policy_update_2013_05_15.pdf.

3. FEMA will also prepare a short narrative history of the Clendenin Elementary School building and explain how it contextually relates to the development of the Town of Clendenin, education in West Virginia, and the school's significance as an example of Art Deco style architecture.
 - i. SHPO will review all photographs and information submitted to document the current condition and setting of Clendenin Elementary School.
 - ii. Comments provided by SHPO will be considered for incorporation into preparation of final documentation.
4. FEMA will provide SHPO with the draft digital photographs and narrative history for a fifteen (15) day period.
 - i. SHPO will review all photographs and information submitted to document the current condition and setting of Clendenin Elementary School.
 - ii. Comments provided by SHPO will be considered for incorporation into preparation of the final documentation.
5. FEMA will prepare two (2) archival copies of the recordation materials and shall submit one (1) copy to SHPO and one (1) copy to the West Virginia State Archives.

II. Public Involvement: FEMA conducted a public meeting at the Clendenin Town Hall, Clendenin, WV, on August 17, 2017, 6:30 – 9:00 P.M., which was advertised in the *Charleston Gazette*. Public comments were accepted orally and in writing at the public meeting and during the public comment period from August 10 to August 24, 2017. Copies of the MOA were available for review at Clendenin Town Hall.

III. Post Review Discoveries

- A. SBA shall ensure that during demolition of Clendenin Elementary School, the contractor shall immediately cease demolition activities in the vicinity of the discovery should previously unidentified archaeological sites or unanticipated effects be discovered during implementation of the project. Personnel should take all reasonable measures to avoid or minimize harm to the archaeological find(s) and/or avoid or minimize further unanticipated effects.
- B. The person or persons encountering such properties or effects shall immediately notify WVDHSEM who will contact Stephanie Everfield, FEMA Region III Acting Regional Environmental Officer, at 404-309-6056, and the SHPO at 304-558-0240. Construction in the area of such sites or effects shall not resume until FEMA determines that the requirements of 36 CFR §800.13(b)(3) and Stipulation III.B,

Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects of the FEMA Statewide PA, have been met.

IV. Anticipatory Actions

- A. FEMA shall not grant assistance to the SBA should they, or those acting on their behalf, engage in anticipatory actions with the intent to avoid the requirements of this MOA or any requirements of Section 106 of the National Historic Preservation Act (NHPA).
- B. After consultation with the SHPO and the ACHP, however, FEMA may determine that circumstances justify granting such assistance despite the adverse effect created and shall complete consultation for the Undertaking.

V. Duration of Agreement

- A. This MOA will be null and void if its terms are not carried out within twenty-four (24) months from the date of execution unless amended in accordance with Stipulation VII, Amendments.
- B. If any signatory or invited 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 Stipulation VII.

VI. Reporting Requirements

- A. Each six months following the execution of this MOA until it expires or is terminated, those signatories and invited signatories who have assumed responsibility for specific treatment measures outlined in this MOA will provide the other signatories with a treatment measure status report.
 - 1. Each status report will include the following information:
 - a. Status of treatment measure completion, including completion dates.
 - b. Anticipated schedule for completion.
 - 2. Review of Six-Month Report: Within thirty (30) days of receipt, the signatories and invited signatories will review the treatment measure status report and provide written feedback to SBA and FEMA. The signatories may request a conference call to discuss the report content and discuss the implementation of this MOA.

VII. Dispute Resolution

- A. If any objection or dispute should be put forth by a signatory, invited signatory, or concurring party within the time frame provided by this MOA to any plans, specifications, or actions provided for review pursuant to this MOA, FEMA will consult further with the objecting party to seek resolution.
- B. If FEMA determines that the dispute cannot be resolved, FEMA shall forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR §800.11(e), including FEMA's proposed resolution of the dispute. Within thirty (30) calendar days after receipt of all pertinent documentation, the ACHP will either:
 - 1. Advise FEMA that it concurs with FEMA's resolution to the dispute; or
 - 2. Provide FEMA with recommendations, which FEMA will take into consideration in reaching a final decision regarding the dispute; or
 - 3. Notify FEMA that it will comment pursuant to 36 CFR §800.7(c), and proceed to comment. Any comment provided will be taken into consideration by FEMA in accordance with 36 CFR §800.7(c) (4) with reference to the subject of the dispute.
- C. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute, and FEMA's responsibility to fulfill all actions that are not subject of the dispute will remain unchanged.
- D. Failure to fulfill the terms of this MOA requires that FEMA again request ACHP's comments in accordance with 36 CFR §800.7.
- E. If FEMA cannot fulfill the terms of this MOA, it shall not take or sanction any action or make any irreversible commitment.

VIII. Amendments

Any signatory or invited signatory to this MOA may propose in writing to FEMA that the MOA be amended, whereupon FEMA will consult with all signatories to the MOA to consider such an amendment. 36 CFR §800.6(c)(1) shall govern the execution of any such amendment. The signatures of all the signatories shall be required for any amendment hereto to be effective. The amendment will be effective on the date a copy signed by all of the signatories and invited signatories is filed with the ACHP.

IX. Termination and Non-Compliance

- A. If any signatory or invited signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII, above.

- B. If within thirty (30) days an amendment cannot be reached, any signatory or invited signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, FEMA must either (a) seek to resolve the adverse effects pursuant to 36 CFR §800.6(b) or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR §800.7. FEMA shall notify the signatories as to the course of action it will pursue.

X. Execution of the Memorandum of Agreement

- A. This MOA will be executed in counterpart, with a separate page to be signed by each signatory, invited signatory, and concurring party. The MOA will become effective on the date of the final signature by the signatories and invited signatories.
- B. FEMA will provide each signatory, invited signatory, and concurring party with a signed original of this MOA and will file a copy of the MOA with the ACHP.
- C. Execution and implementation of this MOA evidences that FEMA has taken into account the effects of the Undertaking on historic properties, has afforded the ACHP a reasonable opportunity to comment on the Undertaking and its effects on historic properties, and that FEMA has satisfied its Section 106 responsibilities for all aspects of the Undertaking.

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

EXECUTED:

SIGNATORY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: **EMILY E BRESLIN** Digitally signed by EMILY E BRESLIN
DN: cn=US, o=U.S. Government, ou=Department of Homeland
Security, ou=FEMA, ou=People, cn=EMILY E BRESLIN,
0.9.2342.19200300.102.1.1=0550474998.FEMA.1
Date: 2017.10.20 10:32:57 -0400 **Date:** 10/20/2017
Emily Breslin
Public Assistance Branch Chief

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

SIGNATORY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: Stephanie Everfield Date: 10/11/2017
Stephanie Everfield
Acting Regional Environmental Officer

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

SIGNATORY:

WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 10/13/17
Commissioner Randall Reid-Smith
State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

INVITED SIGNATORY:

**WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

By:  Date: 10/12/17
Jimmy Gianato
Director

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

INVITED SIGNATORY:

SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA

By:  Date: October 12, 2017
Frank L. Blackwell
Executive Director

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

INVITED SIGNATORY:

KANAWHA COUNTY BOARD OF EDUCATION

By:  Date: 10/12/17
Dr. Ron Duerring
Superintendent

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER,
THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, SCHOOL BUILDING AUTHORITY OF WEST VIRGINIA, AND THE
KANAWHA COUNTY BOARD OF EDUCATION
REGARDING THE DEMOLITION OF CLENDENIN ELEMENTARY SCHOOL,
CLENDENIN, WEST VIRGINIA**

INVITED SIGNATORY:

25045 – A NEW CLENDENIN

By: Kay M. Summers Date: 10/19/17
25045 – A New Clendenin

APPENDIX A

Letter of Commitment

Kanawha County Board of Education



200 Elizabeth Street, Charleston, West Virginia 25311-2119 • (304) 348-7732 • Fax: (304) 348-7735
Ronald Duerring, Ed.D, Superintendent

September 27, 2017

Claudia Watson
Environmental Planning/Historic Preservation, Section Manager (EHMG)
U.S. Department of Homeland Security ~ FEMA, Region III
Joint Field Office: DR-4273-WV

Dear Ms. Watson,

It is the intent of Kanawha County Schools to donate the old Clendenin Elementary property and the old Hoover High School property over to the 501 (c) (3) 25045.

The purpose of the 25045 is to attract new investment and development to the Clendenin Area (25045) to facilitate joint activities among the Community through education and recreation endeavors. The also seek, receive and accept funds from the public and private gifts, trust, donation, grant, loans and other sources of funding to promote the purposes of 25045. This corporation is organized as a non-profit, non-stock corporation and is operated solely for charitable and educational purpose to further development growth of 25045 area. The 25045 organization is an exempt organization under Section 501 (c) (3).

The nonprofit organization (25045) focuses on bringing jobs, services and improvements to the community that will benefit all residents. They have the following goals.

Goal. 1 Grow Clendenin's and the surrounding area Population

Goal. 2. Strengthen the connection between the town and the interstate.

Goal. 3. Develop essential services to support the town's population.

Goal 4. Expand access to cultural and recreational resources and facilities.

Goal 5. Increase economic development and investment in the area.

Kanawha County Schools believes that Clendenin/Elkview area would benefit tremendously by 25045 being awarded the Clendenin Elementary School Property and the Hoover Property by the Kanawha County Board of Education as we have discussed in many conversations. They have also been working with FEMA Historical Team concerning the subject Property.

If you need additional information, don't hesitate to contact me. Thank you.

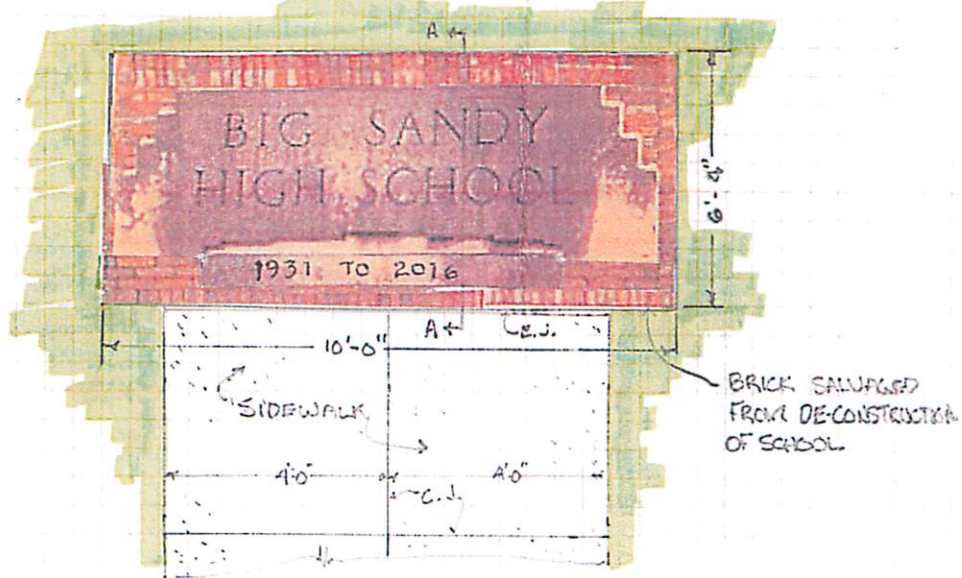
Sincerely,

A handwritten signature in blue ink that reads "Ronald E. Duerring". The signature is written in a cursive style with a large, stylized 'D'.

Ron Duerring, Ed.D.
Superintendent

APPENDIX A **BIG SANDY HIGH SCHOOL MEMORIAL CONCEPT DESIGN**

PW-00799(1)
 CLENDENIN ELEMENTARY SCHOOL RELOCATION
 SEC. 106 HISTORIC PRESERVATION - MITIGATION TREATMENT



SECTION A-A

