

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE COUNTY OF JEFFERSON AND**  
**THE INDIANA STATE HISTORIC PRESERVATION OFFICER**  
**SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
**PURSUANT TO 36 C.F.R. § 800.6(b)(iv)**  
**REGARDING THE HISTORIC ELEUTHERIAN COLLEGE RESTORATION PROJECT**  
**IN THE COMMUNITY OF LANCASTER, LANCASTER TOWNSHIP, JEFFERSON COUNTY,**  
**INDIANA**

**WHEREAS** the County of Jefferson proposes to restore the Historic Eleutherian College for the submission of a Indiana Department of Commerce Community Focus Fund Grant in Lancaster Township, Jefferson County, Indiana; and

**WHEREAS** the County of Jefferson, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), has defined the Historic Eleutherian College's restoration project area of potential effects, as the term is defined in 36 C.F.R. § 800. 16(d), to be the immediate unincorporated area of where the Eleutherian College is located within Lancaster Township in the lies within Jefferson County; and

**WHEREAS** the County of Jefferson, in consultation with the Indiana SHPO, has found that Historic Eleutherian College is within the area of potential effects; and

**WHEREAS** the County of Jefferson and the Indiana SHPO both recognize that the Historic Eleutherian College is listed in the National Register of Historic Places; and

**WHEREAS** the County of Jefferson, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.5(a), that the restoration of the Historic Eleutherian College will/may have an adverse effect on Historic Eleutherian College; and

**WHEREAS** the County of Jefferson, has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effect on the Historic Eleutherian College; and

**WHEREAS** the County of Jefferson, in consultation with the Indiana SHPO, has invited no other party to participate in the consultation and to concur in this memorandum of agreement; and

**WHEREAS** the County of Jefferson has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S. C. § 470f) and its implementing regulations (36 C.F.R. Part 800) concerning the scope of work as presented in the master plan for restoration dated October 2002, and agreed to proceed with the project as proposed with the recommendations provided by the Indiana SHPO by letter dated May 20, 2003; and

**NOW, THEREFORE**, the County of Jefferson and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. § 800.11(e) and (f), to the Advisory Council on Historic Preservation ("Council" pursuant to 36 C.F.R. § 800.6[b][1][iv]) and upon the County of Jefferson's approval of the college's renovation, the County of Jefferson shall ensure that the following stipulations are implemented in order to take into account the effect of the college renovation on historic properties.

Stipulations

1. AREAS OF EFFECT: (areas of effect reflect review and approval prior to start of construction)
  - a. All existing doors will be repaired and retained. If replacement doors are necessary, photographs and locations of the doors to be replaced will be sent to the Indiana SHPO. In addition, plans and specifications for replacement doors will be sent to the Indiana SHPO for review and approval.
  - b. The existing stairs will be re-evaluated to determine what type of repairs will be necessary. Once the design is developed, plans and specifications for the repairs to the stairs and the addition of the new handrail will be submitted to the Indiana SHPO for review and approval.
  - c. Plans and specifications regarding the installation of downspouts and gutters will be submitted to the Indiana SHPO for review and approval.
  - d. Once the species of wood shingles is determined for the roof, plans and specifications regarding the installation of the new roof will be submitted to the Indiana SHPO for review and approval.
  - e. Plans and specifications as well as the location for a wood shed that will house mechanical and electrical systems will be submitted to the Indiana SHPO for review and approval.
  - f. Product literature regarding the new lighting fixtures, as well as plans and specifications for their installation will be submitted to the Indiana SHPO for review and approval.
  - g. Plans and specifications regarding the use of mobile or temporary ramps to provide for handicap accessibility will be submitted to the Indiana SHPO for review and approval. Additionally, plans and specifications regarding visual displays will be submitted to the Indiana SHPO for review and approval.
  - h. All proposed excavation (crawl space, utility lines, and shed construction) will be directly supervised, or conducted, by a qualified archaeologist. The archaeological investigation will be done in accordance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 F.R. 44716). A description of the archaeological methods and results will be submitted to the Indiana SHPO for review and comment.

2 OBJECTION RESOLUTION PROVISION

Disagreements and misunderstanding about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

- A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the County of Jefferson regarding any action carried out or proposed with respect to the College's renovation project or implementation of this memorandum of agreement, then the County of Jefferson shall consult with the objecting party to resolve the objection. If after initiating such consultation the County of Jefferson determines that the objection cannot be resolved through consultation, then the County of Jefferson shall forward all documentation relevant to the objection to the Council, including the County of Jefferson's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:
  - i. Provide the County of Jefferson with a staff-level recommendation, which the County of Jefferson shall take into account in reaching a final decision regarding its response to the objection; or
  - ii. Notify the County of Jefferson that the objection will be referred for formal comment pursuant to 36 C.F.R. § 800.7(c), and proceed to refer the object and comment. The County of Jefferson shall take into account the Council's comments in reaching a final decision regarding its response to the objection.

- B. If comments from the Council are provided in accordance with stipulation 2A of this memorandum of agreement, then the County of Jefferson shall take into account any Council comment provided in accordance with 36 C.F.R. § 800.7(a)(4) with reference only to the subject of the objection. The County of Jefferson's responsibility to carry out all actions under this memorandum of agreement that are not the subjects of the objection shall remain unchanged.

3. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than the Historic Eleutherian College --are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the County of Jefferson shall follow the procedure specified in 36 C.F.R. § 800.13.

4. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment 36 C.F.R. § 800.6(c)(7) shall govern the execution of any such amendment.

5. TERMINATION

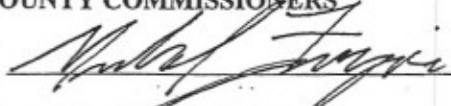
- A. If the terms of this memorandum of agreement have not been implemented by December 31, 2006, then this memorandum of agreement shall be considered null and void. In such an event, the County of Jefferson shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the college renovation, then it shall reinstate review of the college's renovation project in accordance with 36 C.F.R. §§ 800.3 through 800.7.
- B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the County of Jefferson shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the College's renovation project.
- C. In the event that the County of Jefferson does not carry out the terms of this memorandum of agreement, the County of Jefferson shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the college's renovation project.

The execution of this memorandum of agreement by the County of Jefferson and the Indiana SHPO, the submission of a copy of it to the Council with the appropriate documentation specified in 36 C.F.R. § 800.11(e) and (f), and the implementation of its terms evidence that the County of Jefferson has afforded the Council an opportunity to comment on the college renovation and its effects on historic properties and that the County of Jefferson has taken into account the effects of the College's renovation project on historic properties.

**SIGNATORIES (Required) :**

**JEFFERSON COUNTY COMMISSIONERS**

Signed by:



Date:

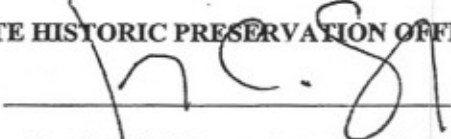
2/22/05

Name and title:

Michael Frasier, President  
(Typed or printed)

**INDIANA STATE HISTORIC PRESERVATION OFFICER**

Signed by:



Date:

2/22/05

Name and title:

Jon C. Smith, Deputy State Historic Preservation Officer  
(Typed or printed)