

MEMORANDUM OF AGREEMENT

BETWEEN

GATEWAY NATIONAL RECREATION AREA, NATIONAL PARK SERVICE AND

NEW YORK STATE HISTORIC PRESERVATION OFFICER,

FOR RENOVATIONS TO THE BATHHOUSE AT JACOB RIIS PARK

WHEREAS, Gateway National Recreation Area (the park) proposes to renovate the bathhouse complex at Jacob Riis Park, Queens, New York; and

WHEREAS, the Jacob Riis Park Historic District was listed on the National Register of Historic Places in 1981, and one of the most significant contributing elements to the district is the bathhouse complex, consisting of the Entrance Pavilion, Beach Pavilion, East and West Wing Pavilions, and a central courtyard; and

WHEREAS, in October 2012, Hurricane Sandy caused extensive damage to the complex, particularly the Beach and Wing Pavilions, and the courtyard wall; and

WHEREAS, the National Park Service (NPS) proposes to renovate the complex to make it more resilient to the effects of future storms, as well as providing a basis for returning the building to more active use, including the installation of roll-up doors on the front and rear of the Beach Pavilion to permit floodwaters to flow through, and replacing the destroyed courtyard wall with break-away fencing. The park will also demolish the adjacent pumphouse, which is non-functional and collapsing; and

WHEREAS, the NPS has determined that the Area of Potential Effect (APE) includes the bathhouse complex and the adjacent pumphouse; and

WHEREAS, the NPS has consulted with the New York State Historic Preservation Officer (NYSHPO), in accordance with 36 C.F.R. part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), and the NYSHPO agrees that the undertaking is an adverse effect; and

WHEREAS, the NPS has informed the ACHP of the adverse effect and invited the ACHP to consult on this Memorandum of Agreement and the ACHP has declined to participate; and

WHEREAS, the park has provided the public an opportunity to comment on this undertaking by posting a copy of this agreement prior to signature on the NPS Planning, Environment, and Public Comment (PEPC) website; and

NOW, THEREFORE, the NPS and NYSHPO agree that the project shall be implemented in accordance with the following stipulations:

STIPULATIONS

A. Mitigation of Adverse Effects

1. In 2003, the park updated the 1992 Historic Structure Report (HSR) on Jacob Riis Park to expand upon the earlier report's recommendations for restoring the original, circa-1936 window openings on the

second story to also include steel “storefront” openings on the ground level. The park will ensure that the roll-up doors installed on the Beach Pavilion are consistent with the detailing recommended in the 2003 HSR update for the building, to the greatest degree possible. A digital copy of the updated HSR shall be provided to the SHPO for their records.

2. The Gateway CRM program in consultation with SHPO will review submittals, mockups and specifications included but not limited to the following:
 - a. Pump House Demolition. Retain the existing at grade cast stone/ concrete belt course in situ.
 - b. The extent of paint removal and the method is to be reviewed. Since the paint will be encapsulated by a new coating, paint should be removed to allow for repainting only. Testing of the paint removal methods must be completed in the presence of CRM staff. Final removal method and extent must be reviewed by GATE CRM prior to implementation.
 - c. Confirm a source for the replacement composite roofing tiles. Submit samples of the tile. SHPO shall be informed of the preferred tile choice and be given the opportunity to comment.
 - d. All Doors: Submit door shop drawings and mockups for review by SHPO. Provide a detailed drawings showing the differences between the new door details and the existing storefronts for review.
 - e. Windows: Submit window shop drawings and mockups for review by SHPO.
 - f. Submit the following submittals for review by SHPO:
 - Brick testing
 - Mortar analysis report
 - Brick samples
 - Mortar samples
 - Mockups
 - g. New glazed tiles: Submit samples of the glazed tiles including full range of colors to be used for review by SHPO.
 - h. Anti-graffiti Coating/ Paint: Submit material data and manufacturer's full range of colors for review by SHPO.
 - i. Hardware: Submit the hardware schedule for review by SHPO. Where the entry is not required to be accessible provide new hardware that matches the original.
 - j. New Concrete: Where new concrete is replacing damaged concrete the new will match the existing in color, finish, aggregate etc.
3. The park will also photograph the pump house before demolition and submit digital photographs and a site plan indicating the location and direction of each image to SHPO for their records..

4. The mason in consultation with CRM will assess the potential use of the bricks from the pump house in the construction of the courtyard fence piers for the Bathhouse.
5. Excavations will be monitored by NPS staff archaeologist who will be afforded the opportunity to complete further investigation in the case of unanticipated discoveries.

B. Inadvertent Resource Discoveries

If during construction or demolition activities previously unknown archeological resources are discovered, all work in the immediate vicinity of the discovery will be halted and the procedures of 36 CFR Part 800.13[c] followed. In the unlikely event that Native American human remains, funerary objects, sacred objects and objects of cultural patrimony are discovered, all work in the immediate vicinity of the discovery will be halted and the procedures of 43 CFR § 10.3 will be carried out including taking immediate steps to protect the discoveries in situ, notification of the three aforementioned tribes, tribal consultation and the development and execution of a Plan of Action.

C. Dispute Resolution

Disputes regarding the completion of the terms of this Agreement shall be resolved by the signatories. If the signatories cannot agree regarding a dispute, the NPS or SHPO may request the participation of ACHP to assist in resolving the dispute. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute. The NPS's responsibility to carry out all actions under this Agreement that are not the subjects of dispute will remain unchanged.

At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure be raised by a member of the public, the NPS shall take the objection into account and consult as needed with the SHPO.

D. Amendment of Agreement

The Agreement may be modified by amendment at any time by mutual concurrence of all parties. Amendment of the Agreement as necessary shall be accomplished in the same manner as the original agreement. Amendments will be in writing and approved by the original signatories or their designated official.

E. Termination of Agreement

Either party to this Agreement may terminate it by providing thirty (30) calendar days notice to the other party, provided that the parties will consult during the period prior to termination to seek agreements on amendments or other actions that would avoid termination. In the event of termination by the SHPO, the NPS will request the comments of the ACHP, in accordance with 36 CFR Part 800.7[a].

F. Anti-Deficiency Act

All actions taken by the park in accordance with this MOA are subject to the availability of funds, and nothing in this MOA shall be interpreted as constituting a violation of the Anti-Deficiency Act.

G. Term of Agreement

This Agreement shall become effective after the date of the last signatory. The Agreement shall be null and void if its terms are not carried out within five (5) years from the date of its approval by the Park and

SHPO, unless the signatories agree in writing to an extension for carrying out its terms. Otherwise, this Agreement shall become null and void when the project is complete, all of the above stipulations are fulfilled. The Agreement and any amendments shall be binding upon the parties, their successors, and assigns.

Execution of this Agreement by the NPS and SHPO, and implementation of its terms, evidences that the NPS has taken into the account the effects of the project on historic properties and afforded the ACHP the opportunity to comment.

DRAFT

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AUTHORIZING SIGNATURES

National Park Service

By: _____ Date: _____
Jennifer Nersesian
Superintendent, Gateway National Recreation Area

New York State Historic Preservation Office

By: _____ Date: _____
Ruth Pierpont
Deputy Commissioner/Deputy SHPO