

**MEMORANDUM OF AGREEMENT
BETWEEN THE NATIONAL PARK SERVICE AND THE
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE
CONSTRUCTION OF THE
YOSEMITE VILLAGE WELCOME CENTER, PLAZA, AND COMFORT STATION,
YOSEMITE NATIONAL PARK,
MARIPOSA COUNTY, CALIFORNIA**

March 2021 Public Review

WHEREAS, the National Park Service (NPS) at Yosemite National Park (the park) is planning the repurposing of the south end of the Yosemite Village Store Complex to a Welcome Center as part of visitor use management components of the *Merced Wild and Scenic River Comprehensive Management Plan* (Merced River Plan) as approved in the March 2014 Record of Decision; and

WHEREAS, this action constitutes an Undertaking (Attachment A) as defined by the implementing regulations for Section 106 of the National Historic Preservation Act (NHPA), found at 36 CFR Part 800; and

WHEREAS, the park initiated consultation on this action implementing the Merced River Plan with the California State Historic Preservation Officer (SHPO) in accordance with the 2014 *Programmatic Agreement Among the National Park Service at Yosemite National Park, the California State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Compliance with Section 106 of the National Historic Preservation Act for the Merced Wild and Scenic River Comprehensive Management Plan* (Merced River Plan PA) on June 13, 2019; and

WHEREAS, the Merced River Plan PA categorized this project with unknown adverse effects that would be resolved through the standard NHPA review process under 36 CFR Part 800; and

WHEREAS, the park notified the Advisory Council on Historic Preservation (ACHP) through their electronic notification process on June 16, 2019, that the park intended to move ahead with implementation of the Undertaking, which would require development of an MOA to address the adverse effects identified in the Merced River Plan; and the ACHP did not notify the park of their intention to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the park has consulted on the undertaking with the following traditionally associated American Indian tribes and groups in accordance with 36 CFR § 800.2(c)(ii)(C) and Executive Order 13175: Consultation and Coordination with American Indian Tribal Governments: the American Indian Council of Mariposa County, Inc. (also known as the Southern Sierra Miwuk Nation), Bishop Paiute Tribe, Bridgeport Indian Colony, Mono Lake Kutzadika^a Paiute Tribe, North Fork Rancheria of Mono Indians of California, Picayune Rancheria of the Chukchansi Indians, and Tuolumne Band of Me-Wuk Indians; and

WHEREAS, the park notified the National Trust for Historic Preservation per the Merced River Plan PA that the proposed Undertaking would adversely affect historic properties; and the

National Trust for Historic Preservation did not notify the park of their intention to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the Signatories of this Agreement recognize that traditionally associated American Indian tribes and groups possess knowledge pertaining to historic properties of religious and cultural significance in the park; and

WHEREAS, the area of potential effects (APE) was defined in the park's June 13, 2019, correspondence with the SHPO and includes the entire Yosemite Village Store Complex including the pedestrian path to the west of the building and the parking area to the east/southeast of the Visitor Contact Station. The APE is bounded to the north by Ahwahnee Way, to the east by Village Drive including the Concessioner Garage, to the south by Northside Drive, and to the west by the Yosemite Village Service Road. The existing trees block the views of the Yosemite Village Store Complex from Glacier Point and Half Dome which are the two major viewing areas along the Valley Rim in this portion of the Valley, the vertical APE for utilities extends to 1.2 meters below the existing grade (Attachment B); and

WHEREAS, the Yosemite Village Store building complex is a contributing building to the Yosemite Valley Historic District and is recognized for its historical significance associated with the Mission 66 era and would be directly affected by the Undertaking; and

WHEREAS, the Undertaking is located within the boundaries of the following two (2) National Register historic properties: Yosemite Valley Historic District, and the Yosemite Valley Archeological District, as described and shown in (Attachment B); and

WHEREAS, the park and SHPO agree that the Undertaking has direct, indirect and cumulative effects to National Register properties and will adversely affect the Yosemite Valley Historic District due to locating the new entrance doors in the southern façade of the building; visual effects from the size, location, and orientation of the new restroom building; visual and circulation effects in the plaza from the scale of new hardscape, and the extent of informational signs and panels; and

WHEREAS, the park, SHPO, and traditionally associated American Indian tribes and groups agree that the Undertaking will not adversely affect known archeological historic properties in the Yosemite Valley Archeological District as a result of the trenching and other ground disturbance associated with the Undertaking; and

WHEREAS, the park, SHPO, and traditionally associated American Indian tribes and groups agree that the Undertaking will not adversely affect historic properties of religious and cultural significance to traditionally associated American Indian tribes and groups; and

WHEREAS, this Agreement provides the mechanism to resolve the adverse effects of the Undertaking and complete any and all requirements of Section 106 of the NHPA (54 U.S.C 306108) and its implementing regulations, 36 CFR Part 800, with regard to any activities relating to the Undertaking; and

WHEREAS, the park provided the public with an opportunity to review and comment on this MOA prior to its execution during a seven-day review period via the project page on the NPS Planning, Environment, and Public Comment website; and

NOW, THEREFORE, the park and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effects of the Undertaking on the Yosemite Valley historic district, and that these stipulations shall govern the Undertaking until this Agreement expires.

PUBLIC REVIEW

STIPULATIONS

I. Scenic Vista Management

To address the direct, indirect, and cumulative effects of the Undertaking to the historic landscape, the park shall develop and implement a scenic vista management plan for the Yosemite Village area that would restore the themes of Mission 66 Era landscape architecture as well as soften the visual impacts of the construction of the comfort station, plaza, and outdoor panels.

A. Scenic Vista Assessment: The previous efforts to address scenic vista management in Yosemite Valley were limited to historic scenic viewpoints in Yosemite Valley that were associated with the Yosemite Valley Historic District period of significance from 1855-1942. The scenic vistas in Yosemite Village have been affected by growth of evergreen trees since the 1950s. This mitigation will complete an assessment using methodology consistent with that used in previous scenic vista assessments which rely on historic photo documentation as well as cultural landscape report treatment recommendations.

B. SHPO Review: The park shall provide SHPO with the opportunity to review and comment on the draft Yosemite Village Scenic Vista Management Plan. Following a 30-day review, the park shall integrate and respond to any comments received by SHPO. The draft shall be provided within one (1) year of signing this agreement for a 30-day review and comment period; the final will be provided within 18-months of signing this agreement.

C. Scenic Vista Restoration: The recommendations from the resulting report will be implemented over the course of 5-10 years in association with this and other projects throughout Yosemite Village. NHPA 106 consultation on the implementation of the final Scenic Vista Management Plan will be completed as a stand-alone undertaking.

II. Mission 66 and NHPA Training

To provide for on-going consideration of Mission 66 properties in park planning, the park will develop and host a workshop for staff and partners focused on Mission 66 within two (2) years of signing this agreement. This training would serve as a pilot program on a national scale to address NHPA Section 106 responsibilities and Mission 66.

A. Collaboration: The park shall collaborate with park and regional staff, contractors, SHPO staff, and other presenters to develop this training.

B. SHPO Review: The park shall develop a draft outline or agenda of the training program for SHPO review and comment. The draft shall be developed and submitted to SHPO for review within two (2) years of signing this agreement.

C. Host Training: The park shall invite park staff, regional staff, contractors, SHPO staff, and park partners to participate in this training. The training will occur within two (2) years of signing this agreement.

III. **Public Engagement**

The park shall develop several interpretive programs and products to help in communicating the Mission 66 period to the public. These will include:

- A. Developing an architectural tour of the Yosemite Valley that will include the Mission 66 buildings in the Yosemite Village. The tours will be presented as both a ranger-led interpretive program as well as a virtual walking tour with GPS-enabled content hosted on the Yosemite App in both English and Spanish. A draft outline shall be provided to SHPO for a 30-day review and comment period within two (2) years of signing this agreement.
- B. Developing a web-based gallery or exhibit to showcase historic and contemporary images of the Mission 66 era at Yosemite, with an overview of the Park Modern Architectural Movement. The park will host the gallery on its website and link to other related content. A draft outline shall be provided to SHPO for a 30-day review and comment period within two (2) years of signing this agreement.
- C. Digitizing all blueprints, maps and photographs associated with the design and construction of Mission 66 buildings in Yosemite and making them publicly accessible through a digital platform such as eTIC or NP Gallery. The park will host the documents on its website and link to other related content.
- D. Designing, fabricating, and installing an exhibit or interpretive panel inside the Yosemite Village Store Complex highlighting the history and significance of the building. A draft outline shall be provided to SHPO for a 30-day review and comment period within two (2) years of signing this agreement.
- E. The park shall provide SHPO with notification when all four (4) public engagement deliverables are released to the public within six (6) years of signing this agreement.

IV. **Standards and Special Conditions**

A. Definitions

The definitions provided at 36 CFR § 800.16 are applicable throughout this Agreement.

B. Project Standards

The standards, guidelines, regulations, and codes cited below shall be followed in execution of the Undertaking:

1. Professional qualification standards: All historic preservation activities implemented pursuant to this Agreement shall be carried out by or under the direct supervision of individuals meeting the Secretary of Interior's Historic Preservation Professional Qualifications Standards (48 FR 44738-39) for the discipline appropriate to the activity.

2. Standards for inventory, evaluation, registration, and documentation: Inventory, evaluation, registration, and documentation of any changes to the Yosemite Valley Historic District shall be done in accordance with the guidance and criteria for the National Register of Historic Places (NRHP).
3. Curation standards: If applicable, curation of materials and records resulting from actions stipulated by this Agreement shall be in accordance with 36 CFR § 79. Such materials and records shall be curated by the park to the extent permitted by sections 5097.98 and 5097.991 of the California Public Resources Code.
4. Disclosure of archeological site information: The signatories to this Agreement acknowledge that historic properties covered by this Agreement are subject to the provisions of section 304 of the NHPA, as amended, and section 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archeological site information. All actions and documentation prescribed by this Agreement must be consistent with these sections.

V. Discoveries and Unanticipated Effects

A. Monitoring

The park's cultural resources program lead shall assign cultural resource subject matter experts meeting the qualifications for the applicable discipline, as described in the Secretary's Historic Preservation Professional Qualification Standards, to monitor ground disturbing activities in the vicinity of archaeological site CA-MRP-0056/61/196/298/299/300/301/H. Park monitor(s) shall prepare a summary report and data from park monitoring will be added to the park's archeological database, including spatial data. The park's Native American Liaison shall provide notification to the traditionally associated American Indian tribes and groups of any ground disturbance activities to ensure the opportunity to provide cultural monitoring if desired.

B. Training

All crew members participating in the restoration or construction of the Welcome Center, Plaza, and Comfort Station, associated structures, screening trees, and social trails shall receive training in the avoidance of damage to archaeological and culturally significant resources prior to beginning ground disturbing activities. The training will include the recognition of such resources, an orientation to the site, and procedural guidance as to how the project will proceed with respect to avoiding impacting archaeological and other cultural resources.

C. Discoveries and Unanticipated Effects

If the monitor(s) encounter a previously unidentified property that may be eligible for the NRHP during the undertaking or if it appears that a known historic property will be affected in an unanticipated manner, the park and SHPO shall address the discovery in accordance with 36 CFR 800.13(b), including:

1. The park shall halt activities within 500 feet of the discovery until assessments by a park archeologist can occur and assess the extent and composition of the property.
2. The park shall notify the SHPO and the traditionally associated American Indian tribes and groups (as applicable) within two (2) working days of the discovery.
3. The park will provide SHPO with a written preliminary assessment evaluating NRHP eligibility of all historic properties discovered during the project. The assessment shall describe actions proposed to resolve any potential adverse effects before work continues in the vicinity of the discovery.
4. The SHPO and American Indian tribes shall respond to the park within two (2) working days of the notification of an unanticipated discovery and the park's assessment of eligibility. The park shall take into account the recommendations regarding NRHP eligibility and proposed actions.
5. The park shall provide the SHPO with any comments on the preliminary assessment received from the traditionally associated American Indian tribes and groups within two (2) working days of receipt of the comments.
6. If the park determines that SHPO objections to the proposal of actions cannot be resolved, the park shall proceed consistent with Stipulation VI.C.

VI. **Administrative Stipulations**

A. Amendments

Either signatory party may propose amendments to this Agreement pursuant to 36 CFR § 800.6(c)(7). This Agreement may be amended only upon the written agreement of both signatories. The amended Agreement will take effect on the date it is executed by both signatories.

B. Termination

The following process will be followed to terminate this Agreement:

1. Proposed termination: A signatory party can propose termination of this Agreement in writing to the other signatory, explaining the reasons for proposing termination. The signatories will consult for 30 days to seek alternatives to termination.
2. Amendment in lieu of termination: If the consultation results in an agreement on an alternative to termination, the signatories will proceed to amend this Agreement in accordance with Stipulation VI.A.

3. Failure to agree: If consultation does not result in agreement on an alternative to termination, the signatory proposing termination may terminate this Agreement by promptly notifying the other signatory in writing. Such termination will remove all force and effect from this Agreement.

4. Process to terminate: Should this Agreement be terminated; the park will consult with SHPO to develop a new agreement in accordance with 36 CFR § 800.14(b). Until and unless a new agreement is executed for the Undertaking, the park will consult with SHPO in accordance with 36 CFR §§ 800.4 - 6.

C. 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, all work that is the subject of the dispute will stop until the dispute is resolved according to the procedures in this stipulation and the park will consult with the objecting party(ies) to resolve the objection. If the park determines, within 30 days, that such objections(s) cannot be resolved, the park will:

1. Notification and Comment: Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR § 800.2(b)(2). Any comment provided by the ACHP, and all comments from the signatories to this Agreement, will be taken into account by the park in reaching a final decision regarding the dispute.
2. No Comments: If the ACHP does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the park may render a decision regarding the dispute. In reaching its decision, the park will take into account all comments from the SHPO regarding the dispute.
3. Park Responsibility: It is the park's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute. The park will notify the SHPO of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The park's decision will be final.

D. Reporting Requirement for this Agreement

The park will submit an annual written report on the progress made toward the completion of the requirements of this Agreement and the Undertaking as part of the park's annual Section 106 reporting requirements:

1. Content: Reporting will include updates on progress of actions called for in Stipulations I – VI of this Agreement and any agreed upon changes to this Agreement. The report will also include consultation history on monitoring, discoveries, and any associated consultation efforts.

2. Distribution: The annual report will be provided to the SHPO and traditionally associated American Indian tribes and groups. Reports are also posted to the public on the park's Planning, Environment and Public Comment website.

E. Duration of this Agreement

Unless terminated pursuant to Stipulation VI.B, the duration of this Agreement is five (5) years from the date of its execution or until the signatories confirm that the Undertaking and associated mitigations are complete, whichever comes first. The park may propose an extension of the agreement through an amendment in accordance with Stipulation VI.A.

F. Effective Date of this Agreement

This Agreement will take effect on the date that it is executed by the park and SHPO.

G. Anti-Deficiency Act Statement

The Anti-Deficiency Act, 31 U.S.C. 1341 (1998), prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. Accordingly, the signatories agree that any requirements for the obligation of funds arising from the terms of this Agreement shall be subject to the availability of appropriated funds, and that this agreement shall not be interpreted to require the obligation or expenditure of funds in violation of the Anti-Deficiency Act.

Execution of this MOA by the park and the SHPO and implementation of its terms are evidence that the park has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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SIGNATORY PARTY:

National Park Service

Cicely Muldoon
Superintendent, Yosemite National Park

Date

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SIGNATORY PARTY:

California State Historic Preservation Officer

Julianne Polanco
State Historic Preservation Officer

Date

Attachment A – Description of the Undertaking

This undertaking will implement the repurposing of the Yosemite Village Sports Shop (originally constructed as a concessioner restaurant) to provide visitor orientation services by the NPS. As a rehabilitation project, design work will ensure protection of the character-defining Mission 66 aspects while repurposing the space as a Welcome Center. Design is guided by the Historic Structures Report that was completed by the Architectural Resources Group (ARG) for this building.

The undertaking includes the following actions:

- Abate hazardous materials including asbestos in the areas currently used for storage
- Separate NPS and concessioner metered electrical, communications, and heating ventilation and air conditioning (HVAC) utilities; separate water as needed
- Install a new HVAC system in the Welcome Center
- Complete trenching for utility connections to the comfort station and the Welcome Center
- Address seismic and fire separation improvement requirements between the NPS and concessioner portions of the building
- Install insulation in portions of the building addressed by the project
- Ensure that access to the adjacent deck/patio and the eastern and southern entrances meet Architectural Barriers Act Accessibility Standards
- Install exhibits, circulation desk, shelving, casework, and partitions to support trip planning and orientation services to be provided at the Welcome Center
- Provide code-compliant egress by establishing accessible entrance and exits
- Selectively remove non-historic/non-contributing additions, as needed, in the rehabilitation of the space
- Rehabilitate back-of-house space to accommodate storage, touch-down stations for employees, breakroom, single-stall restroom, and communications/server equipment
- Construct a visitor arrival and orientation plaza (Plaza) with information panels, benches, tables, informal seating, and outdoor lighting adjacent to the Welcome Center
- Construct a comfort station with a maximum of 4,000-square-foot disturbance footprint

Attachment B – Area of Potential Effects

PUBLIC REVIEW