

**DRAFT MEMORANDUM OF AGREEMENT  
BETWEEN THE NATIONAL PARK SERVICE AND THE  
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING THE  
REHABILITATION OF THE TUOLUMNE MEADOWS CAMPGROUND,  
YOSEMITE NATIONAL PARK,  
TUOLUMNE COUNTY, CALIFORNIA**

*May 2021*

**WHEREAS**, the National Park Service (NPS) at Yosemite National Park (the park) is planning the rehabilitation of the Tuolumne Meadows Campground as part of the protection of river values associated with the *Tuolumne Wild and Scenic River Comprehensive Management Plan* (Tuolumne 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 Tuolumne River Plan with the California State Historic Preservation Officer (SHPO) on August 21, 2006 in accordance with the 1999 Programmatic Agreement Among the National Park Service at Yosemite, the California State Historic Preservation Office, and the Advisory Council on Historic Preservation Regarding Planning, Design, Construction, Operations, and Maintenance, Yosemite National Park, California, (1999 PA, as amended in 2014).

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

**WHEREAS**, the park initiated consultation for the Undertaking with the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR 800.8(c) on April 16, 2008; 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<sup>a</sup> 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 area of potential effects (APE) was defined in the park's November 2020, correspondence with the SHPO and includes the entire 400-acre campground (Attachment B). The lodgepole pine forest blocks views of the campground from Tioga Road. The vertical APE associated with excavation for the new restrooms will not exceed five feet in depth; and

**WHEREAS**, the Tuolumne Meadows Campground was documented as a developed area within the 2007 Cultural Landscape Inventory/Consensus Determination of Eligibility for the Tuolumne Meadows Historic District 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: Tuolumne Meadows Historic District, and the Tuolumne Meadows Archeological District, as described and shown in (Attachment C); and

**WHEREAS**, the park and SHPO agree that the Undertaking has direct adverse effects to historic properties eligible or listed on the National Register, specifically, the Tuolumne Meadows Historic District due to the relocation of 19 campsites in contributing Loop A; and

**WHEREAS**, the park and SHPO agree that the Undertaking avoids indirect and cumulative effects to historic properties eligible or listed on the National Register; 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 Tuolumne Meadows 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 via the project page on the NPS Planning, Environment, and Public Comment website for a seven-day review period beginning May 11, 2021; 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 Tuolumne Meadows Historic District, and that these stipulations shall govern the Undertaking until this Agreement expires.

## **STIPULATIONS**

### **I. Public Engagement**

The park shall develop several interpretive programs and products to help in communicating the history of camping in Tuolumne Meadows to the public. These will include:

- A. Yosemite National Park will develop interpretive content focused on the history and significance of Tuolumne Meadows and the Yosemite high country. In particular, the interpretive materials will highlight the cultural connections to the landscape and help foster a sense of stewardship for this sensitive area of the park. The content will then be incorporated into several interpretive programs and products, including a web-based tour of Tuolumne Meadows as well as a new interpretive sign to be installed at either Tuolumne Meadows Campground or adjacent Soda Spring.
- B. A draft outline of all public engagement deliverables shall be provided to SHPO for a 30-day review and comment period within two (2) years of signing this agreement.
- C. The park shall provide SHPO with notification when the public engagement deliverables are released to the public within five (5) years of signing this agreement.

### **II. 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.

### III. 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 disturbance within site areas, particularly CA-TUO-2811 and -3561 and to document and protect any exposed artifacts. Final documentation would include site record updates for CA-TUO-2810, -2811, -2812, and -3561 to reflect post-construction status of the resources, such as new photos, updates to the sketch maps, and associated details incorporated into site record and condition assessment databases.. 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 Tuolumne Meadows Campground Rehabilitation, shall receive training in the avoidance of damage to archeological 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 100 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 IV.C.

#### IV. **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 and III 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 IV.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 IV.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**

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Cicely Muldoon  
Superintendent, Yosemite National Park

Date

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**SIGNATORY PARTY:**

**California State Historic Preservation Officer**

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Julianne Polanco  
State Historic Preservation Officer

Date

## **Attachment A – Description of the Undertaking**

The undertaking includes the following actions within the Tuolumne Meadows Campground:

### Relocate 19 campsites in Loop A away from the Tuolumne River to protect riparian resources:

The park will relocate campsites that are within 100 feet of the Lyell Fork of the Tuolumne River to at least 150 feet away from the river. To accommodate the relocated campsites, the park will realign the east side of the campground A Loop Road to the west of the existing alignment. The park will also convert the former east side of the A Loop Road to a trail, preserving alignment, width, surfacing and design and construct the new campground drive in a manner that is consistent with the treatment guidance in the Cultural Landscape Report (see below). The realigned road will be a two-way 22-foot wide loop for vehicularly accessed tent campsites, walk-in campsites, and a new restroom.

### Restore wetland areas along the Tuolumne River:

The park will remove social trails from fragile riverbank areas and focus visitor use along the river to areas that can accommodate foot traffic. Improvements include removing boulder riprap, restoring riverbank areas to natural conditions, and revegetating heavily impacted areas in the campground without infrastructure or other improvements.

### Reestablish formalized camping spaces to reduce natural resource damage:

The park will reestablish campsite boundaries and replace campsite furnishings including picnic tables, fire rings, and food storage containers (bear boxes). The project will also reestablish designated paths of travel from the parking pads to the tent sites.

### Add two 500 square-foot Architectural Barriers Act Accessibility Standards (ABAAS) compliant restrooms:

The park intends to design the new restrooms with historic building design concepts updated to meet modern standards. The current schematic design calls for walls constructed of tinted board-formed concrete with exterior timbers painted a similar color to the concrete stain. The roof will have a 12:12 pitch with wood shingles. Windows will be hopper sash in a ribbon configuration. Doors will be located on the gable ends to avoid roof runoff. Interior finishes and partition materials will be durable surfaces and easy to clean and maintain. Concrete flooring will have a clear epoxy finish for consistency with the historic buildings and ease of maintenance.

### Repair and upgrade existing restrooms:

Existing comfort stations in the campground represent three historic styles of construction: the first restroom constructed in 1931, three Civilian Conservation Corps restrooms, and four Mission 66 restrooms. The period of significance for the campground is 1885-1961, which incorporates all three building campaigns. Currently all eight buildings require modifications to meet ABAAS requirements, update interior finishes, and rehabilitate select exterior finishes. This project will provide ABAAS accessible fixtures for the men's and women's sides in each of the buildings. One of the Mission 66 restrooms has a collapsed roof beam which requires repair. Analysis determined the structural elements did not meet current code requirements as currently constructed and all Mission 66 restrooms will require strengthening, which necessitates re-roofing. The park conducted a mini value analysis in April 2020 to determine preferred options for finishes, partitions, and the Mission 66 roof repair approach.

### Overhaul water and wastewater lines:

The park will replace the entire water system in the campground providing water service to the eight existing restroom buildings and two new restroom buildings. In addition to the restroom buildings, the new water system will provide water service to hose bibs located outside each restroom building and spaced throughout the campground. The park will limit impacts to existing resources by routing the new water system along the existing water system route and existing roadways. This new system will also create more loops in the system to help with water quality and isolation of the water lines for maintenance while still providing service to areas along the water line. The park will also decompact and revegetate all disturbed areas to match the surrounding native landscape.

### Replace portions of sewer collection system:

The park will replace the sanitary sewer system that was not replaced during prior of 1995 sanitary sewer system improvements. This will include setting new manholes at existing and new restroom buildings to make it easier to

access the sewer line for cleaning and route sewer lines to limit impacts to existing resources by installing lines along the alignment of the existing sewer lines. All new sewer lines will be installed as gravity sewer lines.

Replace the existing pit toilet used by winter skiers with a vault toilet:

The park will replace the pit toilet behind the campground office with a vault toilet.

Repair/improve trail:

The park will formalize a John Muir Trail connection between the campground and the Tuolumne Meadows store and grill.

Remove social trails and restore natural conditions:

The park will clearly identify paths of travel within campsites and between campsites, restrooms, and other amenities within the campground; discourage social trails where feasible; and restore impacted areas to natural conditions.

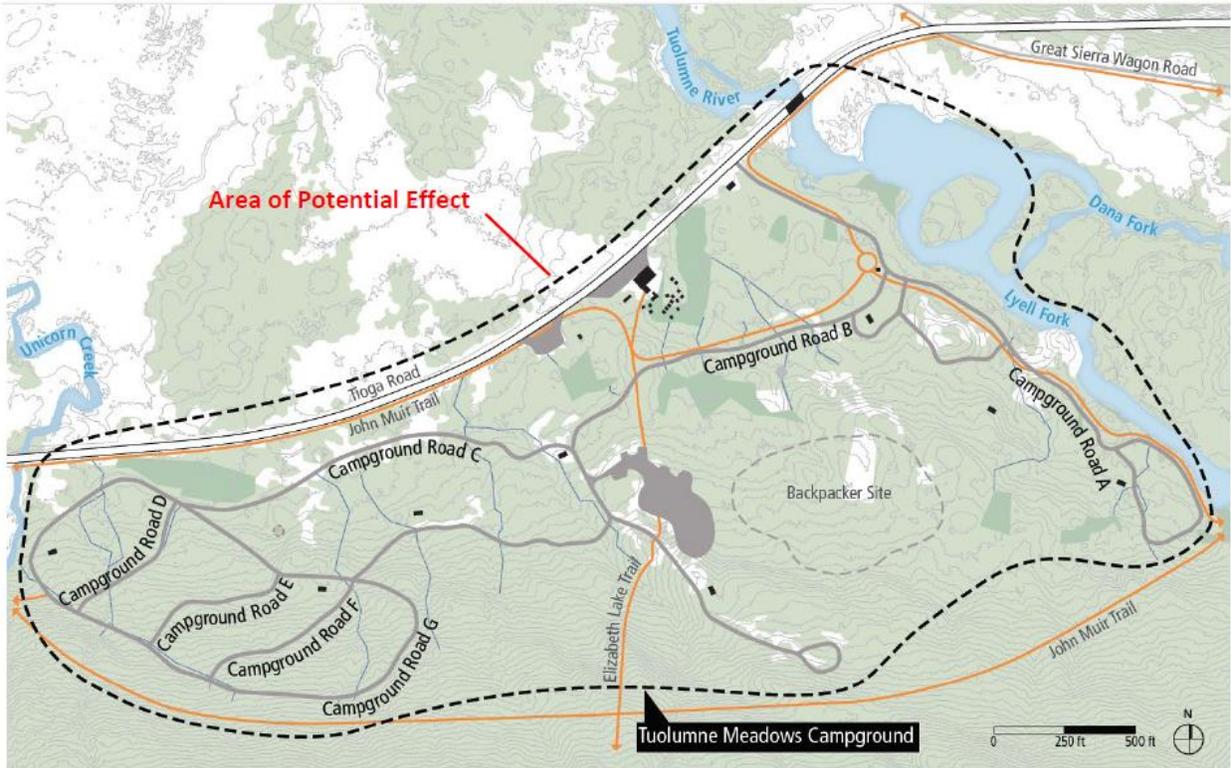
Repair the deteriorated Dana Campfire Circle and provide accessibility upgrades:

The park will repair, replace, and restore damaged wooden amphitheater seats; repair eroded and non accessible campground paths to the amphitheater; repair the fire ring; and provide protection for stored firewood. The campground paths will provide a maximum 5% sloped 8-foot wide asphalt walkway and, ABAAS-compliant access to the campfire circle. The park will also install ABAAS-compliant parking stalls near campsite A14, improve the campfire circle with four ABAAS-compliant wheelchair seating locations that accommodate companion seating, install a new pedestrian railing along the north edge, and replace asphalt surfacing.

Add a secondary ingress/egress for Administrative use:

The park will add a 20 foot wide secondary ingress/egress between the Tioga Road and Loop D for law enforcement, maintenance, and campground staff access and position security swing gates at each end of the drive. An ingress/egress was in use in this location for many decades but has not been open in recent years.

**Attachment B – Area of Potential Effects**



Public

**Attachment C – Boundaries of the Tuolumne Meadows Historic District**

