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13
14 IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
15 FRESNO DIVISION

16 FRIENDS OF YOSEMITE VALLEY, et al.,) Case No. CV-F-00-6191 AWI DLB
17 Plaintiffs,) Case No. CV-F-06-1902 AWI DLB
18 v.) SETTLEMENT AGREEMENT
19 KEN L. SALAZAR, in his official)
capacity as Secretary of the Interior, et al.,)
20 Defendants.)

21 Plaintiffs, Friends of Yosemite Valley, *et al.*, and Defendants, Ken L. Salazar, Secretary
22 of the Interior, *et al.*, (hereafter, the Settling Parties) through their undersigned attorneys, hereby
23 agree to enter into a Settlement Agreement (Agreement) subject to Court approval, for the
24 purpose of settling the above-captioned lawsuit without further judicial proceedings and for no
25 other purpose. As grounds for this Agreement, the Settling Parties hereby agree and stipulate the

1 following points.

2 **I. EXPLANATORY RECITALS**

3 WHEREAS, on August 14, 2000, the Plaintiffs commenced this action by filing a
4 Complaint for Injunctive and Declaratory Relief,

5 WHEREAS, on March 22, 2002, following a bench trial, the Court (Hon. Anthony W.
6 Ishii) issued a memorandum opinion and order that generally upheld the Merced River
7 Comprehensive Management Plan (CMP). Friends of Yosemite Valley v. Norton, 194
8 F.Supp.2d 1066 (E.D.Cal. 2002);

9 WHEREAS, on October 27, 2003, a panel of the Ninth Circuit (Goodwin, Tashima, and
10 Wardlaw) affirmed in part, reversed in part, and remanded. Friends of Yosemite Valley v.
11 Norton, 348 F.3d 789 (9th Cir. 2003);

12 WHEREAS, on March 26, 2004, on remand, the Court denied injunctive relief, but
13 directed the NPS to comply with the Ninth Circuit's opinion. Friends of Yosemite Valley v.
14 Norton, Memorandum Opinion and Order Following Remand, Doc. 185 (Mar. 26, 2004);

15 WHEREAS, on April 20, 2004, the Ninth Circuit issued an order to clarify its earlier
16 Opinion and held that the "entire" Merced Wild and Scenic River CMP is "invalid." Friends of
17 Yosemite Valley v. Norton, 366 F.3d 731 (9th Cir. 2004);

18 WHEREAS, in August 2005, following preparation of a Supplemental Environmental
19 Impact Statement (EIS) and public comments, the NPS completed the revised Merced River
20 Wild and Scenic River CMP and issued a new Record of Decision;

21 WHEREAS, on November 18, 2005, the Plaintiffs filed a supplemental complaint to
22 challenge the Revised CMP, alleging that the new CMP failed to comply with various federal
23 statutes and the Ninth Circuit's opinions;

24 WHEREAS, on July 19, 2006, the district court issued an opinion and order on cross-
25 motions for summary judgment, generally granting Plaintiffs' motion and denying Defendants'
26 motion. Friends of Yosemite Valley v. Scarlett, 439 F.Supp. 2d 1074 (E.D.Cal. 2006);

WHEREAS, on December 29, 2006 Plaintiffs commenced an action challenging the

1 validity of the Yosemite Valley Plan by filing a Complaint for Injunctive and Declaratory Relief,
2 06-CV-01902 AWI.

3 WHEREAS, on March 27, 2008, the Ninth Circuit issued its ruling on appeal, affirming
4 the district court in all respects and remanding for further proceedings. Friends of Yosemite
5 Valley v. Kempthorne, 520 F.3d 1024 (9th Cir. 2008);

6 WHEREAS, on July 7, 2008, this Court entered the mandate of the United States Court
7 of Appeals for the Ninth Circuit, Doc. 429, formally remanding this case to the District Court for
8 further proceedings, consistent with the Ninth Circuit's opinion in Friends of Yosemite Valley v.
9 Kempthorne, 520 F.3d 1024 (9th Cir. 2008);

10 WHEREAS, on July 22, 2008, Magistrate Judge Sandra M. Snyder held a telephonic
11 conference call with the parties and their counsel (Doc. 430), during which the Court agreed to
12 undertake a process for mediation of the disputes between the Settling Parties; and

13 WHEREAS, the Settling Parties, with the assistance and through the good offices of
14 Magistrate Judge Snyder, have reached agreement to settle and resolve this litigation according
15 to the terms and conditions as set forth below and enable the Defendants to comply with their
16 obligations under the Wild and Scenic Rivers Act (WSRA), the National Environmental Policy
17 Act (NEPA), and other applicable federal environmental statutes;

18 NOW, THEREFORE, in the interests of the Settling Parties and the public interest and to
19 promote judicial economy, the Settling Parties hereby stipulate and agree to the following terms
20 in settlement of any and all claims in the above-captioned litigation:

21 **II. AGREEMENT**

22 **A. Purpose of the Settlement Agreement**

23 This Agreement is executed solely for the purpose of compromising and settling this
24 litigation and nothing herein shall be construed as a precedent in any other context. This
25 Agreement is not, and shall not be construed as, an admission against interest or positions
26 taken or of wrongdoing or liability, by any of the Settling Parties with respect to any fact
or issue involved in any pending or future litigation.

1 B. Merced Wild and Scenic River Comprehensive Management Plan

2 1. Schedule. The National Park Service (NPS) agrees to complete a new CMP for
3 the Merced Wild and Scenic River and issue a Record of Decision (ROD) for that
4 new CMP by December 2012. The Merced River CMP Milestones Calendar,
5 attached as Appendix A, and the following interim target dates will guide the NPS
6 in the preparation of the new CMP although these target dates are not mandatory
7 or binding deadlines:

- 8 a. Release Public Scoping Report - March 2010;
9 b. Publish and release Draft CMP and Environmental Impact Statement -
10 December 2011;
11 c. Publish and release Final CMP and Environmental Impact Statement -
12 November 2012; and
13 d. Issue Record of Decision - December 2012.

14 2. Procedures.

15 a. User Capacity Experts. In contemplation of this settlement agreement, the
16 NPS hired as primary consultants Bo Shelby, Doug Whitaker, and David
17 Cole, recognized experts in user capacity, to work directly with the NPS's
18 lead project manager in developing the Merced River CMP. These
19 experts will be involved in the planning process from the beginning,
20 including but not limited to working with NPS staff in: (1) defining the
21 Merced River's outstandingly remarkable values (ORVs) on which the
22 CMP will be focused; (2) participating in the interdisciplinary team
23 meetings and workshops in order to help frame the discussions that take
24 place so that user capacity is integrated throughout the planning effort; (3)
25 participating in the development of a reasonable range of alternatives; (4)
26 reviewing and assessing the user-capacity-related environmental
consequences discussion of the draft and final environmental impact

1 statements; (5) participating in public meetings and reviewing user-
2 capacity-related public comments on the draft environmental impact
3 statement and (6) contributing to the preparation of the final
4 environmental impact statement. The new NPS Project Manager, NPS
5 Planner Jim Bacon, and other NPS staff will work directly with these
6 experts in implementing these tasks. The NPS is not precluded from
7 hiring or consulting with other user capacity experts to assist with the
8 planning effort.

9 b. Consultation Process with Academic Institutions, Tribal and Agency
10 Representatives, and NPS Planning Team.

11 As part of the CMP planning process, after distribution of the preliminary
12 concepts workbook and before issuance of the draft EIS, the NPS will
13 provide one or more public workshops to consult with individual experts
14 and representatives from academic institutions, tribal governments and
15 local, state and federal government agencies on protecting and enhancing
16 ORVs. Through these public workshops, NPS will gather information and
17 advice relevant to ORVs from these experts and other individuals
18 identified by Plaintiffs, within their individual areas of expertise. NPS
19 shall record the comments and input from these experts and ensure that
20 their comments and input are addressed during the CMP planning process.

21 c. Project Manager. In contemplation of this settlement agreement, the NPS
22 has hired a new lead project manager for the CMP and, in doing so, has
23 taken into consideration plaintiffs' desired qualifications of a lead project
24 manager as stated in their March 30, 2009 letter to the Park Service,
25 attached as Appendix E.

26 d. Public Participation. As outlined in the Merced River CMP Milestones
Calendar, attached as Appendix A, the NPS has developed and will

1 employ an extensive, frequent, and robust public involvement process in
2 an effort to give all interested parties access to the planning process. The
3 interdisciplinary team members and its user capacity experts will be
4 present at some of the public meetings, and the NPS will make reasonable
5 efforts to announce in advance who will attend the meetings on behalf of
6 NPS. The Settling Parties recognize that successful implementation of the
7 Settlement Agreement will require active participation by the Plaintiffs
8 throughout the entire planning process. To this end, the Plaintiffs agree to
9 exert their best efforts to send at least one representative of each
10 organization to at least one public meeting during the scoping period for
11 the new CMP and at least one public meeting on the Draft EIS for the new
12 CMP. The NPS may conduct a wide variety of types of public meetings
13 including those that would allow public comment and testimony in an
14 open forum, public / agency panel discussions, public workshops, small
15 group meetings, meetings dealing with specific topics, and other types of
16 meetings in order to obtain the broadest possible amount of public input
17 on the CMP. In addition, the Plaintiffs agree to exert their best efforts to
18 submit detailed written comments during the scoping period and during
19 the comment period on the Draft EIS for the new CMP. NPS agrees that
20 at every meeting it will provide adequate time for an open public forum to
21 allow members of the public to address the full assembly at the meeting.

22 3. Content.

- 23 a. The Settling Parties agree that the new CMP will include both site-specific
24 and programmatic elements and further agree that, in preparing the new
25 CMP, the NPS may continue to use the following elements of the 2005
26 Revised Merced Wild and Scenic River CMP and may incorporate those
elements from the 2005 Plan into the new CMP:

- 1 • Boundaries
- 2 • Classifications
- 3 • Section 7 WSRA Determination Process

4 The Plaintiffs agree that the NPS may include these elements in the new
5 CMP and agree not to challenge these elements in any future litigation.

6 The DEIS and FEIS must analyze the environmental consequences of the
7 entire CMP, including these incorporated elements.

- 8 b. The Settling Parties agree that the NPS will develop new elements for the
9 following WSRA requirements that will be incorporated into the new
10 CMP that is the subject of this Settlement Agreement:

- 11 • Outstandingly Remarkable Values: NPS shall define ORVs in
12 accordance with all legal requirements and guidance, including but
13 not limited to the language contained in the 1982 Secretarial
14 Guidelines and the reports of the Interagency Wild and Scenic
15 River Coordinating Council.
- 16 • User Capacity: NPS shall develop a User Capacity program
17 consistent with the direction and holding by the Ninth Circuit
18 Court of Appeals.

- 19 c. If management zones are included in one or more alternatives in the EIS
20 for the new CMP, they must be premised upon legally adequate ORVs and
21 User Capacity, and the EIS for the new CMP must present reasonable
22 alternatives to them for review.

23 C. Yosemite Valley Plan and Other Projects

24 1. YVP Record of Decision

- 25 a. The Yosemite Valley Plan (YVP) EIS and Record of Decision (ROD) will
26 be rescinded, except as to those projects identified below. The NPS will
issue a revised ROD in accordance with this provision and will publish a

1 new Decision Notice for the revised ROD in the Federal Register within
2 90 days of court approval of this Settlement Agreement. The NPS agrees
3 not to use the YVP/EIS and ROD or revised ROD as NEPA compliance
4 for any other project. In addition, the Yosemite Lodge Area
5 Redevelopment Environmental Assessment (EA) and Finding of No
6 Significant Impact (FONSI) and the Curry Village/East Valley
7 Campgrounds EA and FONSI will be rescinded, except as to those
8 projects identified in ¶¶ b. and c. below. The NPS agrees not to use either
9 of these EAs as NEPA compliance for any other project. The NPS will
10 issue revised FONSI to reflect these modifications in accordance with
11 this provision within 90 days of court approval of this Settlement
12 Agreement.

12 b. The Yosemite Lodge Area Redevelopment EA/FONSI will be rescinded
13 except for the planned construction of the new Indian Cultural Center. The
14 Plaintiffs have agreed not to challenge this project.

15 c. The Curry Village/East Valley Campgrounds EA/FONSI will be rescinded
16 except for the planned removal of 108 tents used for visitor
17 accommodations and 40 tents used for employee housing, as shown in
18 Appendix B. The Plaintiffs have agreed not to challenge this project.

19 d. Certain projects that have been completed in whole relied upon the YVP
20 EIS and ROD for their NEPA compliance, in addition to individual NEPA
21 compliance in the form of EAs and FONSI or categorical exclusions
22 (CEs). The EAs and FONSI or CEs for the following projects will
23 remain in place, as supporting those completed projects:

- 24 • Removal of Cascades Dam and screening house and ecological
25 restoration of site
- 26 • Removal of Cascades houses and restoration of area to natural

1 conditions

- 2 • Yosemite Falls Area Plan implementation
- 3 • El Portal Resources Management and Science Building installation
- 4 • Yosemite Valley Shuttle Fleet replacement
- 5 • Removal of El Capitan picnic area parking (formerly south of
- 6 Northside Drive)
- 7 • Removal of six Ahwahnee tent cabins
- 8 • Installation of Valley-wide interpretive exhibits
- 9 • Removal and restoration to natural conditions of flooded Tenaya
- 10 Creek Group campground
- 11 • Curry Village Employee Housing
- 12 • Happy Isles Bridge Removal

13 e. Certain projects currently underway or partially completed relied upon the
14 YVP EIS and ROD and individual EAs and FONSI for their NEPA
15 compliance. They include:

- 16 • Portions of the Utilities Improvement Plan – Rehabilitate utilities
17 to meet existing needs and comply with the State of California
18 Cleanup and Abatement Order. The Utilities Improvement Plan
19 EA and FONSI will proceed as allowed by the Court’s Orders. A
20 summary of utilities projects allowed and enjoined by the Court’s
21 Orders and the Cleanup and Abatement Order are located in
22 Appendix C of this Agreement. The NPS agrees not to use the
23 Utilities Improvement Plan EA or FONSI as NEPA compliance for
24 the CMP or any other project, including those now enjoined by the
25 Court. Any utilities work that may be deemed necessary as part of
26 or following the CMP, will require compliance with NEPA and
may not tier to the Utilities Improvement Plan EA or FONSI.

- Yosemite Valley Loop Road Rehabilitation (drainage improvements Bridalveil, Cook’s, and El Capitan meadows) to restore natural water flows – the Yosemite Valley Loop Road EA and FONSI will proceed as allowed by the Court's Orders. The NPS agrees it shall not proceed with additional work on this project except as authorized by the terms of the Court's Orders. The NPS agrees not to use the Yosemite Valley Loop Road EA or FONSI as NEPA compliance for any other project.

f. In addition, the Settling Parties have agreed that planning for the El Capitan Meadow Restoration Project may proceed during development of the new CMP. This project would require the completion of appropriate planning, public involvement, and NEPA and WSRA compliance prior to initiation. NEPA compliance would be in the form of an EA or EIS. If the NPS proposes to take action with respect to this project, the Defendants will provide advance notice to the Plaintiffs prior to implementation of the project and, if necessary, the Settling Parties will comply with the Dispute Resolution process with Magistrate Judge Snyder, discussed below in Section G.3.

g. The Settling Parties agree that the NPS may proceed with riverbank restoration at the North Pines Campground site, in compliance with NEPA. This project shall be limited to:

- Planting willows and alders along approximately 300 linear feet of the bank with the hydro-drill (a small mechanical operation that consists of pumping a stream of water into a hose and “drilling” with the water pressure a one-inch hole, 18 inches deep into the bank);
- Potentially using a bobcat or small excavator to move rocks to

1 allow for planting;

- 2 • Planting of herbaceous plants on the terrace; and
3 • Mulching with native leaves and duff.

4 h. The Settling Parties agree that if other specific riverbank restoration
5 projects are necessary in order to protect public health and safety or to
6 prevent and correct ecological damage and cannot await the CMP ROD,
7 such projects may proceed during development of the CMP. Any
8 riverbank stabilization efforts that precede the CMP shall be limited to
9 those that would only require a CE in compliance with NEPA. NPS shall
10 not use preexisting CEs for any riverbank restoration projects, including
11 CE 2006-043 ("Merced River below Clark's Bridge Riverbank
12 Restoration") and CE 2006-56 ("Merced River below Stoneman Bridge
13 Riverbank Protection"). Any project requiring an EA or an EIS shall be
14 considered as a part of, or subsequent to and with the guidance of, the
15 CMP. If the NPS proposes to take action on any riverbank restoration
16 project other than the North Pines Campground site, the Defendants will
17 provide advance notice to the Plaintiffs prior to release of the NEPA
18 compliance document and implementation of the project and, if necessary,
19 the Settling Parties will comply with the Dispute Resolution process with
20 Magistrate Judge Snyder discussed below in Section G.3. In the event a
21 party invokes the Dispute Resolution process, no riverbank restoration
22 project other than the North Pines Campground site may proceed pending
23 the final outcome of the Dispute Resolution process.

24 i. The Settling Parties agree that the NPS may relocate the North Pines Lift
25 Station in accordance with Appendix D and subject to the following
26 conditions. There will be no construction work in the campgrounds until
campgrounds are closed for the season. The system will be operational

1 before campgrounds open in the spring. The relocation will not change
2 the number of campsites in the North Pines campground. The North Pines
3 Lift Station relocation will not alter utilities capacity and will not be
4 considered a part of the East Yosemite Valley Integrated Utilities
5 Improvement Plan. This relocation will not influence or predetermine the
6 NPS analysis of user capacity or other analyses in the CMP.

- 7 j. The El Portal Sand Pit restoration project may proceed, provided that all
8 necessary permits are obtained in advance. The permits required for the
9 project include those pertaining to the Clean Water Act, Section 401
10 (Water Quality Certification) and Section 404 (Nationwide and Individual
11 Permits). All compliance documentation shall be posted on the Yosemite
12 National Park website prior to initiation of the project.

13 D. Curry Village Rock Fall Response / Temporary Housing

- 14 1. In response to the October 2008 Curry Village rockfall, the NPS has permanently
15 closed 234 visitor tents and cabins and 92 employee bedspaces. The rockfall and
16 closure of the tents and cabins led to the loss of nightly accommodations for 350
17 Yosemite Institute (YI) students. In response, the NPS has made the Boystown
18 employee housing area into accommodations available for approximately 237 YI
19 students (leading to an average reduction of more than 100 YI students per night)
20 and will make that area available for visitors when not used by YI. The CMP will
21 also treat the YI accommodations at Boystown as a temporary fix to an immediate
22 problem and will consider alternatives for a permanent solution. The NPS intends
23 to temporarily relocate and in-fill employee bedspaces (tents and modular cabins)
24 into existing housing areas where the sites have been previously disturbed.
25 Locations where the temporary housing will be relocated include: Huff House,
26 Lost Arrow, Yosemite Lodge, Ahwahnee Dorm, Boystown, and the El Portal
Trailer Village. Use of the El Portal Trailer Village would be limited to

1 seasonally accommodating personal recreational vehicles. There will be limited
2 utility repairs with no increase in utility capacity as a result of this temporary use.
3 The NPS agrees that any modifications needed to the utilities at these sites will
4 not influence or predetermine the NPS analysis of user capacity, location of
5 facilities, or appropriate uses of the area in connection with the new CMP. In the
6 No Action alternative for the CMP, the NPS will not consider this temporary
7 housing as part of the environmental baseline conditions; however, the CMP No
8 Action alternative may note that temporary housing exists in these areas. An
9 overview of the closures, conversions and relocations described above is located
10 in Appendix B. Temporary housing at these locations will be temporary and fully
11 removable. The temporary housing for employees shall not include any hard-side
12 development in the floodplain. The Plaintiffs assume no responsibility as to the
13 suitability or safety of these locations for NPS's intended use.

14 2. Should the ROD for the CMP call for a reduction in employee housing units
15 below the existing number of units, the NPS would, within three (3) months of
16 issuance of the ROD, remove from service the number of beds that were
17 eliminated by the CMP. Within three (3) months thereafter, that same number of
18 beds would be physically removed. These reductions would first target the
19 temporary housing units described in Appendix C. "Removed from service"
20 means closing the housing units to occupancy pending physical removal.

21 3. Should the ROD for the CMP call for retaining or increasing the number of
22 employee housing units, the temporary housing described in Appendix C would
23 be systematically removed and replaced overtime as funding is obtained to
24 construct replacement housing and to complete any environmental compliance
25 actions that are needed, unless the CMP ROD provides that some of the
26 temporary housing described in Appendix C is suitable for continued use and
occupancy by employees. In developing plans to implement the housing scenario

1 adopted through the CMP process, the NPS will prioritize the removal of the
2 temporary housing described in Appendix C. However, should the NPS believe
3 that the ORVs for the river would benefit from targeting different housing units as
4 a priority, the NPS shall so inform the Plaintiffs and, if the Plaintiffs disagree, the
5 parties may invoke the Dispute Resolution Process described in G.3. below.

6 E. Maintenance and Operational Activities

- 7 1. Within the Merced River corridor the NPS may conduct operations and
8 maintenance activities, correct accessibility deficiencies, and carry out all other
9 activities necessary to address the daily, routine, and intermittent operational
10 requirements of Yosemite National Park, as long as such operations and activities
11 will not influence or predetermine the NPS analysis of user capacity, including
12 the types, levels and location of uses, and are in full compliance with NEPA. The
13 NPS will not construct new roads, parking spaces, or bridges; NPS will not
14 increase the number of overnight lodging accommodations; and the NPS will not
15 pave any parking areas or trails that are currently unpaved. In addition, the NPS
16 will not build any new structures except for “minor structures” as described
17 herein. Routine operations, maintenance projects, and emergency responses are
18 intended to stabilize and protect park facilities, address visitor health and safety
19 issues, and protect natural and cultural resources. Typical projects may include
20 campground maintenance, road and trail maintenance, building and grounds
21 maintenance, utility system repair and maintenance, and other building and
22 facility maintenance that, if left uncorrected, the deficiencies would lead to
23 deterioration or loss of the facility, or both. Activities that may be performed
24 shall be limited to maintaining the status quo pending completion of the CMP,
25 except that the NPS may remove abandoned or dilapidated housing units and
26 other small buildings and all associated building components. Minor structures
are those that are small, temporary, easily removed, not habitable, and that are
designed to support existing uses, systems and programs. The NPS would only

1 place minor structures within the perimeter of existing developed areas. No
2 minor structures shall be created solely for commercial purposes. For purposes of
3 this Agreement, a “developed area” is defined as a location that contains multiple
4 structures and facilities to serve park visitors or park operations. Examples of
5 developed areas include campgrounds, Curry Village, entrance stations,
6 maintenance areas, and picnic areas, but a developed area does not include an
7 area where the only development is a trail or an interpretive sign. NPS shall
8 provide advance notice of the creation of new minor structures that require stand-
9 alone Categorical Exclusions to the Plaintiffs. Placement of minor structures will
10 not influence or predetermine the NPS analysis of user capacity or the CMP
11 planning process. To the extent new minor structures are inconsistent with the
12 new CMP and ROD, they shall be removed.

12 2. In the case of trail maintenance, all trail work within the Merced River corridor
13 shall be limited to the kind of ordinary and routine maintenance activities on trails
14 that NPS has conducted during the past three years so that the status quo is
15 maintained. Any such activities will not influence or predetermine the NPS
16 analysis of user capacity. These activities consist of: maintaining existing and
17 repairing damaged walls, trail tread, drainage structures, creek fords, signs, trail
18 bridges and other structural elements; removing fallen trees and rocks from the
19 trail corridor; repairing sections where erosion has compromised trail integrity;
20 and creating natural barriers to discourage trail shortcutting, trail widening, and
21 use of social trails, in order to allow vegetation outside the trail corridor to
22 recover. Any new trail maintenance CE shall be consistent with the terms of this
23 Settlement Agreement. Further, the Valley Loop Trail will be maintained in a
24 manner that protects its current status. During preparation of the CMP, NPS will
25 not implement any portion of the Yosemite Valley Loop Trail project as enjoined
26 by the Court.

3. NPS is aware that correcting certain accessibility deficiencies is required to
ensure that park visitors with disabilities have access to the opportunities and

1 experiences in Yosemite National Park. Examples of repair work required to
2 correct accessibility deficiencies include: reconfiguring existing facility paths of
3 travel in developed areas; modifications to restrooms and fixtures; providing
4 accessible routes, signage and information; and installation of required hardware
5 and equipment. As stated above, for purposes of this Agreement, a “developed
6 area” is defined as a location that contains multiple structures and facilities to
7 serve park visitors or park operations. Examples of developed areas include
8 campgrounds, Curry Village, entrance stations, maintenance areas, and picnic
9 areas, but a developed area does not include an area where the only development
is a trail or an interpretive sign.

- 10 4. If the NPS proposes to take any action that is other than for routine or intermittent
11 operations, maintenance projects and/or emergency responses within the river
12 corridor as outlined above, the Defendants will provide advance notice to the
13 Plaintiffs prior to implementation of the project and, if necessary, the Settling
14 Parties will comply with the Dispute Resolution process with Magistrate Judge
15 Snyder, discussed below in Section G.3. To the extent that the Settling Parties
16 have a disagreement over particular activities, they agree to make a good faith
17 effort to resolve the disagreement through the dispute resolution process
discussed in G.3., below.

18 F. Attorneys’ Fees and Costs of Litigation

19 Upon approval by this Court of the Settlement Agreement, the Defendants agree to pay
20 Plaintiffs a total of ONE MILLION TWENTY-FIVE THOUSAND DOLLARS
21 (\$1,025,000) in full and complete satisfaction of any and all claims, demands, rights, and
22 causes of action pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412(d), and/or
23 any other statute and/or common law theory, for all attorneys’ fees and costs incurred by
24 Plaintiffs, individually and/or severally through the date of this Settlement Agreement, in
25 the above-captioned lawsuits. The check will be made payable to “Law Office of Sharon
26 Duggan, IOLTA” by electronic transfer, within sixty (60) days of Court approval. No
provision of this Agreement shall be interpreted as or constitute a commitment or

1 requirement that the Federal Defendants obligate or pay funds in violation of the
2 Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

3 G. Dismissal of Litigation; Retention of Jurisdiction

4 1. Dismissal. The Settling Parties agree that the YVP case, Case No. 06-CV-01902,
5 will be dismissed.

6 2. Retention of Jurisdiction. The Settling Parties agree that the Court shall retain
7 jurisdiction for the purposes of receiving periodic status reports from the
8 Defendants and overseeing, if necessary, the dispute resolution process outlined
9 in the following paragraph. The Court shall retain jurisdiction for 120 days after
10 the NPS signs the Record of Decision for the new CMP. If the Plaintiffs file a
11 supplemental complaint challenging the new CMP and a motion for preliminary
12 injunction in the U.S. District Court for the Eastern District of California within
13 that time, the parties agree to use the dispute resolution process in G.3., below in
14 a good faith effort to resolve the dispute. NPS will agree to hold in abeyance any
15 ground-disturbing projects authorized by the CMP in the river corridor following
16 the filing of the supplemental complaint to enable the Court to rule on any motion
17 for a preliminary injunction that the Plaintiffs file within that 120-day period.

18 3. Dispute Resolution. The Settling Parties have agreed that, to assist them in
19 implementing the terms of this Settlement Agreement and avoiding future
20 disputes regarding compliance, Magistrate Judge Snyder will continue her role as
21 a neutral mediator. In this capacity, and with her consent and the Court's
22 approval, Magistrate Judge Snyder will work with both parties to resolve any
23 future disputes, disagreements, or misunderstandings that may arise during the
24 course of implementing this Settlement Agreement. Any action at issue in the
25 Dispute Resolution Process may not proceed until the Dispute Resolution Process
26 is completed. Before invoking the dispute resolution process, however, a party
must undertake and exhaust the following steps:

- 1 a. a party first must notify all other parties in writing when a dispute or
- 2 concern arises and request an opportunity to discuss the disputed issues or
- 3 concerns;
- 4 b. all parties agree in good faith to make a concerted effort to resolve the
- 5 dispute or concern through direct negotiations without the need for
- 6 judicial intervention or mediation; and
- 7 c. if the parties are unable to resolve the dispute within a two-week period of
- 8 time following notification of the dispute, or longer upon agreement of the
- 9 parties, then, upon written notice to all other parties, all parties agree to
- 10 notify the court-appointed mediator and work cooperatively with the
- 11 mediator to reach agreement. If the dispute is not resolved through the
- 12 mediation process within 60 days after the first meeting with the mediator,
- 13 in person or by telephone, then either Settling Party reserves the right to
- 14 seek judicial review. All parties agree to make every effort to make
- 15 themselves available and to meet with the mediator at the earliest
- 16 opportunity, even if one or more representatives of that party is not
- 17 available. However, mediation may proceed beyond this time period as
- 18 long as the parties and the mediator believe it is worthwhile.

17 H. Authority, Execution, and General Terms of Settlement Agreement

- 18 1. This Agreement may be executed in counterparts. All executed counterparts shall
- 19 constitute one agreement, and each counterpart shall be deemed an original.
- 20 2. The undersigned representatives and attorneys for each Settling Party certify that
- 21 they are fully authorized by the Party or Parties whom they represent to enter into
- 22 the terms and conditions of this Agreement and legally to bind such Party or
- 23 Parties thereto.
- 24 3. Nothing in this Agreement shall be construed to deprive any federal official of
- 25 authority to revise, amend, or promulgate regulations. Nothing in this Agreement
- 26 shall be deemed to limit the authority of the Executive Branch to make
- recommendations to Congress on any particular piece of legislation.

- 1 4. Nothing in this Agreement shall be construed to commit a federal agency or
2 official to expend funds not appropriated by Congress.
- 3 5. The Parties do not intend by this Agreement to confer any rights or interests on
4 any third-parties or non-parties to the Agreement.
- 5 6. The terms set forth in this Agreement are intended by the Parties as a final
6 expression of agreement with respect to such terms, and may not be contradicted
7 by evidence of any prior agreement or any contemporaneous oral statement. This
8 Agreement is a complete and exclusive statement of the Parties' agreement which
9 may not be explained or supplemented by evidence of additional terms. This
10 Agreement may not be altered, modified, or superceded except by written
11 instrument signed by each of the Parties or as otherwise provided by order of a
12 court of competent jurisdiction.
- 13 7. This Agreement shall be governed by, and construed and enforced in accordance
14 with, and pursuant to, the laws of the United States of America.
- 15 8. The paragraph headings in this Agreement are for the convenience of the Parties
16 and are not intended to be given any substantive effect in interpreting the
17 Agreement.
- 18 9. Nothing in this Agreement shall be construed to constitute a waiver of the
19 sovereign immunity of the United States.
- 20 10. The Parties acknowledge that each Party and/or its counsel have reviewed and
21 revised this Agreement and that no rule of construction to the effect that any
22 ambiguities are to be resolved against the drafting party shall be employed in the
23 interpretation of this Agreement or any amendments or exhibits to this Agreement
24 or any document executed and delivered by the Parties in connection with this
25 Agreement.
- 26 11. Confidentiality. The parties agree that all negotiations leading up to this
Agreement will remain confidential, subject to the terms and conditions of the
Confidentiality Agreement and Order (Doc. 445) entered by the Court on
September 12, 2008.

- 1 12. For purposes of implementing and managing this Settlement Agreement and to
2 coordinate interactions between the Settling Parties, the NPS has designated Mark
3 Butler, Chief of the Project Management Division, as the primary contact person.
4 Should Mark Butler leave Yosemite National Park (YNP) or otherwise become
5 unable to fulfill this role, the Superintendent shall designate another YNP
6 employee as the primary contact person. The Yosemite National Park
7 Superintendent (Acting) Dave Uberuaga, or his successors, shall have primary
8 responsibility for ensuring that the NPS fulfills provisions of the Settlement
9 Agreement, that its outcomes are achieved as stated, and that its requirements are
10 fully integrated into park activities and operations.
11 13. For any provision of this Settlement Agreement that requires notice to be
12 provided to any party, notice shall be made to counsel for the Parties by hard copy
13 and electronic mail at the following addresses:

14 For Plaintiffs' Counsel

15 JULIA A. OLSON
16 Wild Earth Advocates
17 2985 Adams St.
18 Eugene, OR 97405
19 Telephone: (541) 344-7066
20 Facsimile: (541) 344-7061
21 Email: jaoearth@aol.com

22 SHARON E. DUGGAN
23 Law Offices of Sharon E. Duggan
24 370 Grand Avenue, Suite 5
25 Oakland, CA 94610
26 Telephone: (510) 271-0825
 Facsimile: (510) 271-0829
 Email: foxsduggan@aol.com
 Attorneys for Plaintiffs

1 For NPS Counsel

2
3 CHARLES R. SHOCKEY
4 United States Department of Justice
5 Environment and Natural Resources Division
6 Natural Resources Section
7 501 "I" Street, Suite 9-700
8 Sacramento, CA 95814-2322
9 Telephone: (916) 930-2203
10 Facsimile: (916) 930-2210
11 Email: charles.shockey@usdoj.gov

12 Attorney for Defendants

- 13 14. The Parties agree to develop a joint press release to announce this Court-approved
14 Settlement Agreement, in lieu of separate press releases. The Parties also agree
15 that, for purposes of this Settlement Agreement, the Superintendent or his/her
16 designee will be the designated spokesperson for the NPS, Greg Adair will be the
17 spokesperson for FOYV and Bart Brown will be the spokesperson for MERG.
18 The Parties also agree that any public statements made concerning this Settlement
19 Agreement shall be consistent with the joint press release and in the spirit of the
20 mutual cooperation that has led to this Settlement Agreement.

21 IN WITNESS WHEREOF, the Settling Parties agree to the provisions set forth herein as
22 evidenced by the signatures of their authorized representatives below.

23 Respectfully submitted this 29th day of September, 2009.

24 /s/ Julia A. Olson

25 JULIA A. OLSON (CSB # 192642)
26 (541) 344-7066

/s/ Sharon E. Duggan

SHARON E. DUGGAN (CSB # 105108)
(510) 271-0825

Attorneys for Plaintiffs:

Friends of Yosemite Valley; and
Mariposans for the Environment and Responsible Government

1 /s/ Charles R. Shockey

2 CHARLES R. SHOCKEY (DC # 914879)
3 United States Department of Justice
4 (916) 930-2203

4 Attorney for Defendants:

5 Ken L. Salazar, Secretary of the Interior;
6 Department of the Interior;
7 National Park Service;
Jonathan Jarvis, Regional Director, Pacific West Region, NPS; and
8 David V. Uberuaga, Acting Superintendent, Yosemite National Park

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#	Planning Element Description	Target Start Date	Estimated Duration	Target End Date	STATUS
1	<p>NPS internal deliberation and analysis of court findings; Mediation</p> <ul style="list-style-type: none"> ▪ Obtain Regional Director approval on expanded plan approach ▪ Participate in Mediation with Plaintiffs 	3/08	12 months	3/09	Complete
2	<p>Initiate and complete contracting process for user capacity experts, site planning firm(s), transportation planning consultant(s), and analysis for Yosemite Valley and El Portal Administrative Site. Recruit new NPS Project Manager.</p> <ul style="list-style-type: none"> ▪ Modify Environmental Compliance Contract ▪ Contract with User Capacity experts ▪ Obtain site planning contractor ▪ Obtain transportation planning contract and/or NPS Denver Service Center expertise ▪ Recruit for and select new Project Manager. 	12/08	11 months	10/09	Nearly complete (site plan and transportation contracting underway)
3	<p>Initiate Internal Scoping with Tribal and Agency governments</p> <ul style="list-style-type: none"> ▪ Prepare tribal consultation letter ▪ Conduct Annual All Tribes Meeting ▪ Contact state, local, and federal governments 	5/09	8 months	12/09	Ongoing
4	<p>Refine identification and definition of Outstandingly Remarkable Values (ORVs). Create a methodology for assessing the existing condition of ORVs in the context of current facilities and uses.</p> <ul style="list-style-type: none"> ▪ Build upon past ORV identification and definition efforts by re-convening experts and government partners, reviewing and refining past efforts, and going through multiple internal reviews ▪ Prepare a revised Draft ORV Report ▪ Establish methodology for assessing ORV condition; define thresholds for degradation ▪ Evaluate past and ongoing affects from existing facilities and uses within the river corridor ▪ Prepare a Draft ORV Condition Assessment Report ▪ Refine reports 	5/09	24 months	5/11	

#	Planning Element Description	Target Start Date	Estimated Duration	Target End Date	STATUS
5	<p>Prepare for and conduct new Public Scoping including public scoping workshops</p> <ul style="list-style-type: none"> ▪ Prepare/submit Notice of Intent (NOI) for new planning scope in February 2009 ▪ Establish regular community planning meetings in El Portal and Wawona ▪ Prepare materials and secure locations ▪ Announce Formal Public Scoping; conduct formal outreach and public meetings in numerous locations once settlement agreement is filed with the court; and address various governmental boards and agencies. 	3/09	10 months	12/09	Ongoing
6	<p>Prepare and distribute Public Scoping Report</p>	12/09	4 months	3/10	
7	<p>Evaluate need for additional data to inform planning and analysis for government owned lands within the river corridor; AND to determine specific numeric capacities.</p> <ul style="list-style-type: none"> ▪ Determine data needs to conduct planning and analysis ▪ Collect and synthesize additional data ▪ Adjust as necessary throughout the process 	2/09	22 months	12/10	Ongoing
8	<p>Initiate and conduct collaborative planning</p> <ul style="list-style-type: none"> ▪ Conduct public planning workshops in gateway communities ▪ Conduct community workshops in El Portal and Wawona ▪ Conduct public planning workshops in Yosemite Valley ▪ Define the process for determining numeric capacities ▪ Define the range of resource protection/restoration and visitor experience goals within river corridor, including Yosemite Valley, El Portal, Wawona, and the wilderness areas ▪ Determine opportunities and constraints for visitor experiences, operations, and any needed support facilities based on ORVs, and on the range of resource and visitor experience goals ▪ Begin establishing the maximum number of people that can be received in areas along the river corridor while protecting and enhancing the ORVs ▪ Begin to develop a range of preliminary alternative concepts to address the kinds and amounts of use, and the types of facilities and services necessary to support them, and the range of resource conditions for which we might manage the corridor ▪ Conduct socioeconomic workshops with gateway communities 	1/10	21 months	9/11	

#	Planning Element Description	Target Start Date	Estimated Duration	Target End Date	STATUS
9	<p>Initiate the EIS</p> <ul style="list-style-type: none"> ▪ Describe the Purpose and Need for the Plan ▪ Begin to describe the Affected Environment ▪ Initiate formal consultation 	9/09	39 months	12/12	
10	<p>Prepare and distribute Preliminary Alternative Concepts Workbook</p> <ul style="list-style-type: none"> ▪ Conduct internal/ tribal government preliminary alternative concepts workshops ▪ Conduct public planning preliminary alternative concepts workshops ▪ Begin evaluation of alternatives and all options for numeric capacities, including the existing Wilderness Trailhead Quota System and numeric limits in Superintendent's Compendium ▪ Distribute Preliminary Alternative Concepts Workbook to the public for review ▪ Conduct public meetings and site visits on workbook ▪ Review and synthesize public comments on workbook 	5/10	7 months	11/10	
11	<p>Initiate Draft Plan/EIS</p> <ul style="list-style-type: none"> ▪ Begin formalizing a range of alternatives that propose and analyze management scenarios, including the maximum numbers of people that can be received in the Merced Wild and Scenic River corridor, including a determination of the kinds and amounts of use that would protect and enhance, and not degrade ORVs ▪ Conduct public planning workshops on range of alternatives ▪ Conduct socioeconomic workshops with gateway communities 	11/10	6 months	4/11	
12	<p>Continue Preparing Draft Plan/EIS</p> <ul style="list-style-type: none"> ▪ Refine the range of alternatives that analyze the maximum numbers of people that can be received in the Merced Wild and Scenic River corridor, including a determination of the kinds and amounts of public use that would not degrade ORVs ▪ Evaluate environmental consequences of alternatives ▪ Finalize program for periodic assessment of river condition, including establishment of indicators and standards of quality for management success ▪ Define how the Plan/EIS will amend the 1980 Yosemite General Management Plan 	4/11	6 months	9/11	

#	Planning Element Description	Target Start Date	Estimated Duration	Target End Date	STATUS
13	<p>Finalize and distribute Draft Plan/EIS</p> <ul style="list-style-type: none"> ▪ Conduct internal reviews of Draft Plan/EIS ▪ Seek Regional Director approval of Draft Plan/EIS ▪ Prepare Notice of Availability (NOA) for Draft Plan/EIS ▪ Send Draft Plan/Draft EIS to the printer 	9/11	4 months	12/11	
14	<p>Distribute Draft Plan/EIS to tribes, agencies, public</p> <ul style="list-style-type: none"> ▪ Publish Notice of Availability for Draft Plan/Draft EIS in the <i>Federal Register</i> ▪ Initiate 90-day public comment period ▪ Conduct Tribal Consultation ▪ Conduct public workshop and meetings 	1/12	3 months	3/12	
15	<p>Prepare Final Plan/EIS</p> <ul style="list-style-type: none"> ▪ Conduct internal/tribal workshop on public comments received on Draft Plan/EIS ▪ Analyze and incorporate public ideas and comments into final plan ▪ Revise preferred alternative as appropriate based on comments received ▪ Prepare responses to comments received during Draft Plan/EIS ▪ Review Final Plan/EIS internally ▪ Seek Regional Director approval of Final Plan/EIS ▪ Prepare Notice of Availability (NOA) for Final Plan/EIS ▪ Prepare Final Plan/EIS and send to the printer 	4/12	7 months	9/12	
16	<p>Distribute Final Plan/EIS to public</p> <ul style="list-style-type: none"> ▪ Publish NOA for Final Plan/EIS in <i>Federal Register</i> ▪ Wait mandatory 30-day No Action period ▪ Conduct public information meeting to describe changes from Draft Plan/EIS to Final Plan/EIS 	10/12	1 month	11/12	
17	<p>Publish Record of Decision (ROD) in the Federal Register</p>	11/12	1 month	12/12	

National Park Service Summary of Utilities Rehabilitation

As authorized by the Court, the National Park Service continues to complete utilities rehabilitation and improvements necessary to comply with provisions of the August 2, 2000 Cleanup and Abatement Order (CAO). Necessary utilities improvements were evaluated and approved through completion of the East Yosemite Valley Utilities Improvement Plan Environmental Assessment (Utilities EA) and Finding of No Significant Impact (FONSI). The following list summarizes actions authorized by the Court's injunction Orders, which authorize the NPS to comply with the CAO, but also limit the scope of activities that the NPS may implement from the Utilities FONSI.

Below is the current state of projects that have been completed, are in progress, or have not yet started:

Projects completed, authorized by the Court in *October 2004*

- Northside Drive Utility Corridor (including water, wastewater gravity line and force-main, electric, and communications)
- Merced River Crossing Utility Corridor (including water, wastewater force-main, electric, and communications)
- Southside Drive Utility Corridor (including water, wastewater force-main, electric, and communications)
- Housekeeping Camp Lift Station and Electric Transformer
- Housekeeping Camp Utility Corridor (including wastewater force-main and communications)
- Curry Village Lift Station
- Curry Village Gravity Wastewater Line Replacement
- Curry Village Dormitory Utility Corridor and Electric Transformer
- Yosemite Village Transit Center Utility Corridor (including water, electric, and communications)
- Yosemite Creek Utility Corridor (water, wastewater gravity line and force-main, and communications)
- Yosemite Village Transit Center Lift Station and Electric Transformer

Projects in progress now, as authorized by the Court in *March 2007*

- Curry Village Utility Corridor (including water, wastewater gravity line and force-main, electric, and communications)
- Lower Pines Lift Station and Electric Transformer
- Lower Pines Utility Corridor (including water, wastewater force-main, electric, and communications)
- Yosemite Village West Utility Corridor (includes water, wastewater gravity line, and communications)
- Yosemite Village West Wastewater Realignment
- Ranger Club Wastewater Realignment

- Tecoya Housing Utility Corridor (including water, wastewater gravity line, and communications)

Projects not yet started, but authorized by the Court in *March 2007*

- Ahwahnee Lift Station
- Ahwahnee Road Utility Corridor (includes water, wastewater force-main, and communications)
- Ahwahnee Bridge Utility Corridor (includes water and communications)
- Yosemite Village East Utility Corridor (includes wastewater gravity line and communications)

Other Injunction Provisions

The Court's Order of July 6, 2004 stated that the NPS "may proceed with any repairs necessary for compliance with the Clean Up and Abatement Order No. 5-00-7803 issued by the Regional Water Quality Control Board of the State of California."

The Court's March 22, 2007 injunction also authorized the NPS to eliminate abandoned utility lines throughout Yosemite Valley, including river crossings between Lower Pines and North Pines and between Housekeeping Camp and Lower River Campground. The injunction also authorized the removal of deteriorated lines in Ahwahnee, Stoneman and Cook's Meadows. Finally, the NPS may undertake spot repairs as needed to fulfill the CAO. (Doc 409, p. 5.)

Enjoined Projects

Other projects authorized by the Utilities EA/FONSI are enjoined. As stipulated by the injunction, the NPS is expressly prohibited from implementing these projects. A list of these projects is below:

- Tenaya Creek Campground Lift Station and Electric Transformer
- Tenaya Creek Campground Utility Corridor
- Happy Isles Utility Corridor
- South Camp Utility Corridor
- Walk-in Campground Utility Corridor
- Creek Crossing Utility Corridor
- Upper Pines Electric Transformer
- Upper Pines Utility Corridor
- North Pines Amphitheater Utility Corridor and Electric Transformer
- Abandonment and removal of North Pines Campground utilities

The Happy Isles and Upper Pines Corridors presently consist of only the domestic water main line between the water storage tank (at Happy Isles) and the primary distribution system. The main domestic water line is vital to all operations in Yosemite Valley. Should operational problems occur with the water main in either of these two utility corridors the NPS would seek authorization to proceed with repairs immediately.

Consistent with the Settlement Agreement, the NPS intends to proceed with repair and replacement of existing deteriorated sewer lines and system components serving existing facilities, as well as implementation of grease management system repairs for existing facilities. Examples of utility repairs include replacement of utilities servicing the Tecoya Dormitories and relocation of the North Pines Campground lift station; facilities requiring repairs to grease management systems include the Ahwahnee Hotel, Curry Village Pavilion and Degnan's Delicatessen. These actions are not enjoined and are necessary to continue to operate existing facilities and prevent potential sewage spills.

Utility lines remaining in the previous Upper River, Lower River, and northern half of Lower Pines Campgrounds have been abandoned, have failed in multiple areas, are obsolete and no longer functional (a majority of the utility lines in these areas have already been removed). A complete reconstruction of remaining lines, including the installation of an entirely new utilities system would be needed to accommodate placement of campsites or other facilities in these areas. Removal of these abandoned and obsolete utilities will not change nor affect the user capacity for Yosemite Valley and will therefore continue. This work is authorized by the March 2007 injunction.

SETTLEMENT AGREEMENT – APPENDIX C

The following tables and figures provide specific details about the closure of visitor accommodations, the conversion of Boystown and the temporary relocation of employee tents or modular housing units. Table 1 provides an overview of the conversion and relocation program, Table 2 provides information about the changes to employee beds that have resulted from the rockfall, and Figures 1 to 5 provide site concepts for the relocated employee housing.

TABLE 1 – CONVERSION AND RELOCATION PROGRAM				
Facility Location	Number of Units	Historic Level of Accommodation	Proposed Level of Accommodation	Change in Level of Accommodation
CURRY VILLAGE VISITOR TENTS AND CABINS CLOSED DUE TO ROCKFALL HAZARD				
Tents Closed Due to Rockfall Hazard	108 Tents			
Cabins Closed Due to Rockfall Hazard	80 WOBs 46 WIBs			WOB - Cabin without bath WIB - Cabin with bath
Totals	234			NOTE: A reduction of 234 visitor units due to rockfall.
BOYSTOWN, TERRACE, AND OTHER CURRY VILLAGE EMPLOYEE HOUSING TO BE RELOCATED				
Boystown Tents (conversion to YI accommodations)	90 Tents @ 2 Empl	180	0	-180 There are 90 existing tents with two employees each (180), to be converted to YI and visitor accommodations.
Boystown WOBs (conversion to YI accommodations)	13 WOBs @ 2 Empl 1 WOB @ 1 Empl	27	0	-27 There are 13 existing cabins w/o bath with two employees each (26) and one existing cabin w/o bath with one employee (1); 26 + 1 = 27. To be converted to YI and visitor accommodations.
Terrace Tents and other Curry Village Housing (closed due to rock fall)	40 Tents @ 2 Empl 1 WIB @ 2 Empl 1 WIB @ 4 Empl	86	0	-86 There are 40 closed tents that held two employees each (80), one closed cabin with bath that held two employees (2) and one closed cabin with bath that held four employees (4); 80 + 2 + 4 = 86. These units were permanently closed due to rockfall hazard.
Totals	146 (130 Tents + 14 WOBs + 2 WIBs)	293	0	-293 NOTE: A reduction of 86 employee beds at Terrace due to rockfall (40 Tents and 2 WIBs), plus 207 employee beds to be relocated from Boystown (14 WOBs and 90 Tents) results in a combined total of 293 (86+207) employees beds.

**TABLE 1 – Continued.
BOYSTOWN CONVERSION - YOSEMITE INSTITUTE STUDENT AND PARK VISITOR ACCOMMODATIONS
(Available to park visitors weekends and during summer).**

Boystown Tents (conversion to YI accommodations)	90 Tents	270	205	205	Convert 90 existing tents to YI (and visitor) accommodations. Assumes average of 3 beds per tent. Convert 14 cabins without baths to YI and visitor accommodations; assumes 3 beds per cabin. NOTE: To accommodate 252 students YI has historically needed 333 beds; a ratio of 0.76 to 1.0. This is due to the need to provide separation between differing genders, ages, and school programs, as well as to provide required separation between chaperones and students. Based on these separation mandates, and assuming 3 beds per tent or cabin (312 beds), YI will be able to accommodate on average 237 students and chaperones in Yosemite Valley (312 x 0.76 = 237). Historically YI has accommodated approximately 350 students in Yosemite Valley. Therefore on average, YI's "in-Valley" program could be reduced by up to approximately 113 students per day. NOTE: There will be 130 fewer units for visitors when compared to what was lost at Curry Village (234) due to rockfall; (234 - 104 = 130).
Boystown WOBs (conversion to YI accommodations)	14 WOBs	42	32	32	
Totals	104	312	237	237	

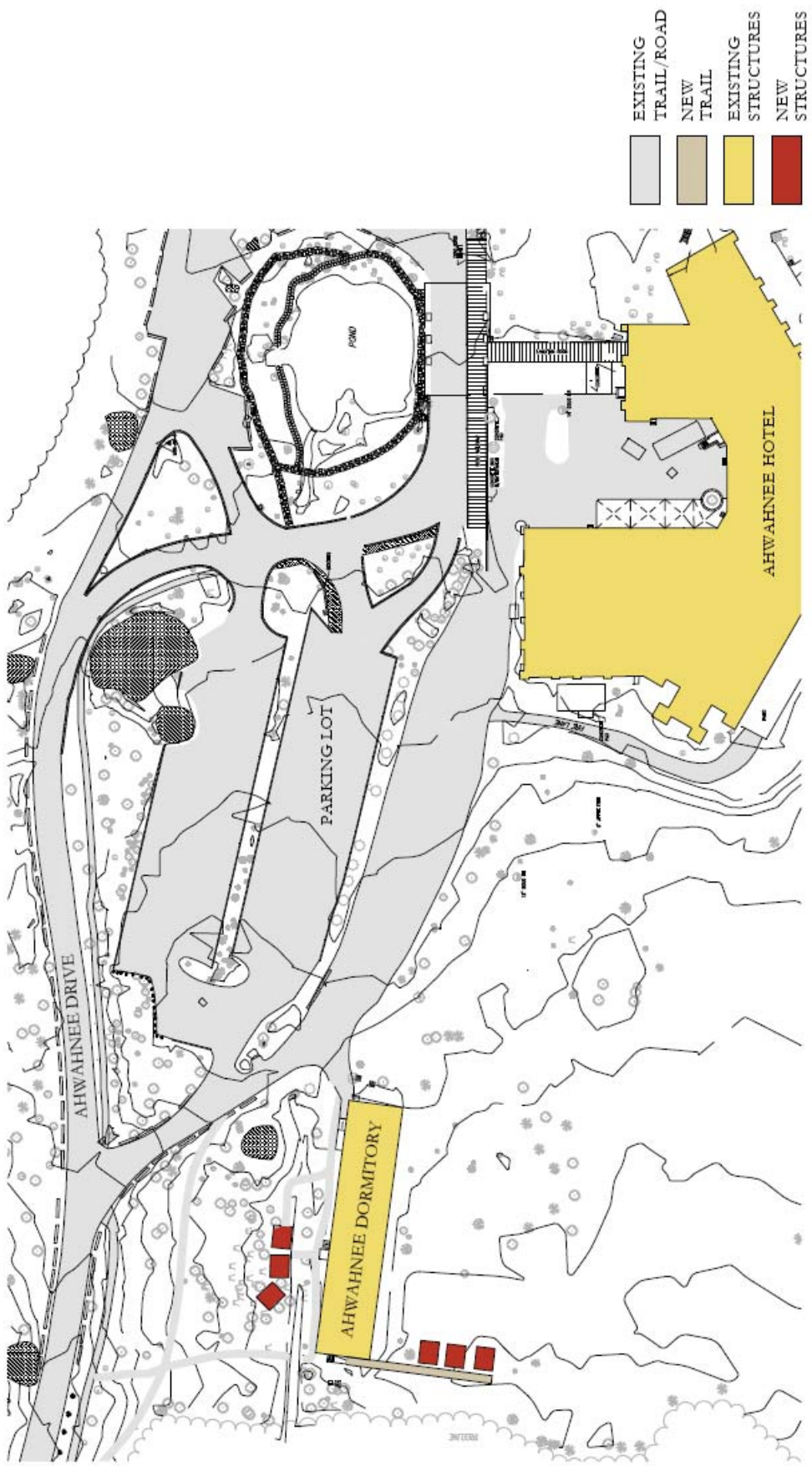
**Table 1 – Continued.
EMPLOYEE HOUSING RELOCATION**

Huff House Employee Housing (In-fill)	51 new modular WOBs	164	266	102	There are 25 tents with two employees each (50), 52 WOBs with two employees each (104) and 10 single occupancy cabins (10); 50 + 104 + 10 = 164. Add 51 additional modular WOBs with two employees each (102); 164 + 102 = 266.
Lost Arrow Employee Housing (In-fill)	6 new modular WOBs	80	92	12	There are 40 modular WOBs with two employees each (80). Add six modular WOBs with two employees each (12); area total 46 cabins without baths with two employees each (92 employees).
Curry Village Utility Corridor	24 new Tents	0	48	48	Up to 24 additional tents with two employees each (48) within the northwestern part of Boystown in an area recently disturbed by utilities installation. Temporary tents would be placed in the area previously occupied by tent cabins and recently disturbed for utility construction.
Yosemite Lodge - Near Highland Court	8 new Tents	0	16	16	Add 8 tents with two employees each (16).
Ahwahnee Dorm Area	6 new Tents	0	12	12	Add 6 tents with two employees each (12). Historically, tents were located adjacent to the Ahwahnee Dormitory. Temporary tents would be reinstalled at the disturbed locations occupied by the previous tents.
El Portal Trailer Court	58 Trailer / Motor Homes	0	87	87	Utilize 58 pull-in / pull-out sites for employee personal trailer / motor home accommodations with 1.5 employees each (87).
Totals	137 units (59 modular WOBs + 55 Tents + 23 Trailer / Motor Homes)	244	521	277	NOTE: There will be 16 (6%) fewer beds for employees when compared to what was lost at: 1) the Terrace at Curry Village (86), and 2) what previously existed at Boystown (207); (86+207)-277=16

TABLE 2 – Employee Bed Overview

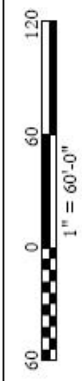
Area Description	Employee Beds Pre Rockfall 2008	Employee Beds Post Rockfall 2008	Employee Beds Changed from Pre Rockfall	Total Existing and Temporary Employee Beds 2009
Ahwahnee Row houses and apartments	45	45	0	45
Lower Tecoya dormitories and apartments	234	234	0	234
Hospital Row apartments	12	12	0	12
Middle Tecoya dormitory and houses (Medical Clinic area)	13	13	0	13
Upper Tecoya houses	26	26	0	26
Lost Arrow dormitory and apartments	39	39	0	39
Lost Arrow modular cabins w/o bath (+6 modular cabins)	80	80	12	92
Yosemite Village area houses and cabins	14	14	0	14
Ahwahnee dormitory and tent cabins (+6 tents)	30	30	12	42
Yosemite Lodge cabins	8	8	0	8
Yosemite Lodge tent cabins (+8 tents near Highland Court area)	0	0	16	16
Yosemite Lodge Highland Court	82	82	0	82
Concessioner stable houses and tent cabins	49	49	0	49
Curry Village area cabins	37	31	-6	31
Curry Village Huff House tent cabins	50	50	0	50
Curry Village Huff House modular cabins (+51 modular cabins)	104	104	102	206
Curry Village Huff House dormitories	217	217	0	217
Curry Village Terrace tent cabins	80	0	-80	0
Curry Village Boys Town tent cabins (90 tents)	180	180	-180	0
Curry Village Boys Town cabins w/o bath	27	27	-27	0
Curry Village Utility Corridor (+24 tents)	0	0	48	48
National Park Service housing – historic district (including Rangers' Club)	72	72	0	72
El Portal Trailer Village RV (Personal RVs for summer season only)	0	0	87	87
Yosemite Valley and new EP RV Totals	1399	1313	-16	1383

Red = tents / cabins removed; Blue = relocated tents / cabins



AHWAHNEE DORM AREA CONCEPT PLAN

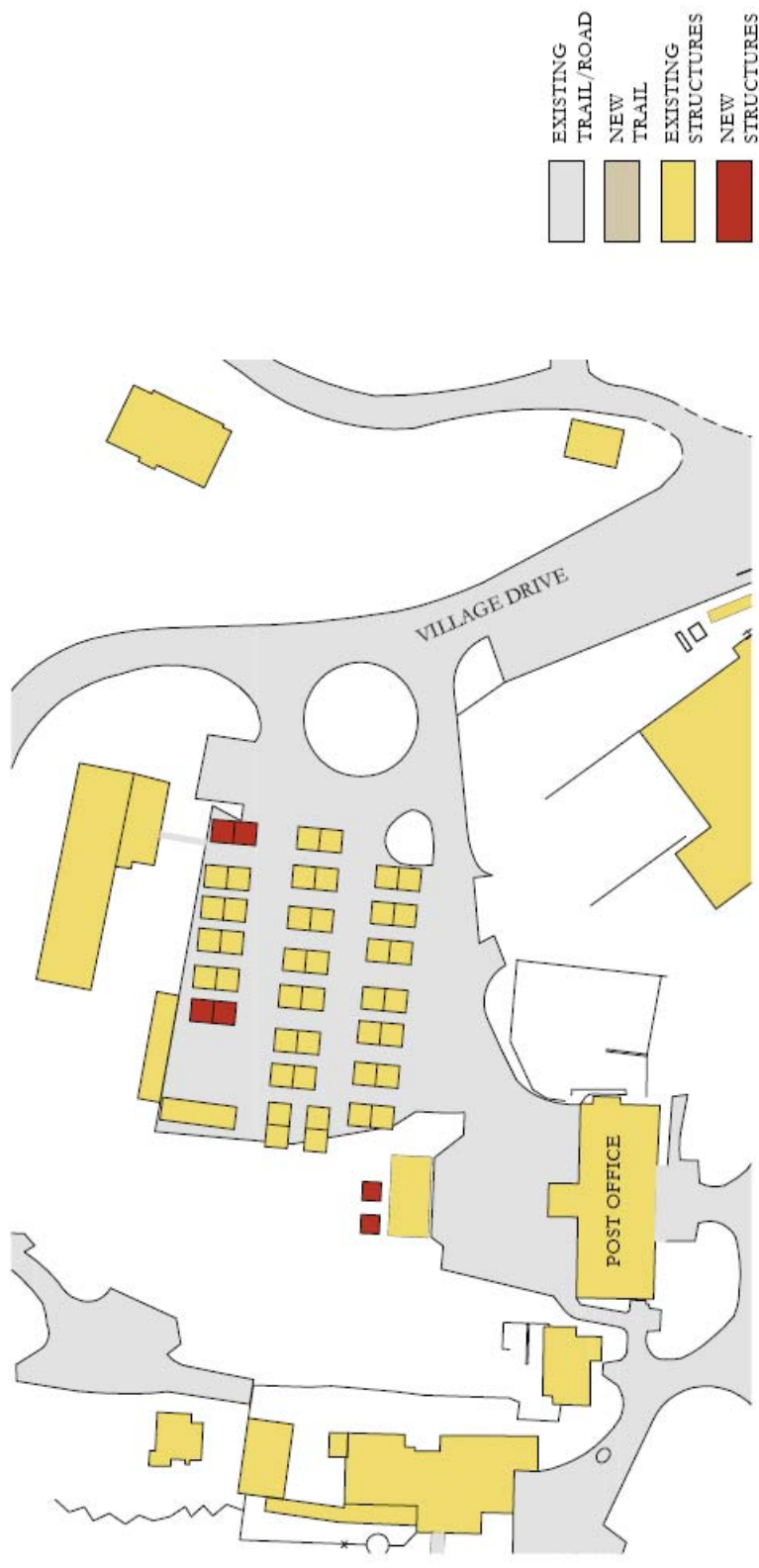
CURRY VILLAGE INTERIM MANAGEMENT PLAN
 YOSEMITE NATIONAL PARK
 JANUARY 16, 2009



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 ROYSTON HANAMOTO ALLEY & ABEY
 PROVOST & PRITCHARD

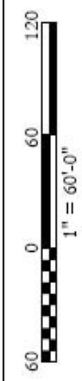


Figure 1



LOST ARROW CONCEPT PLAN

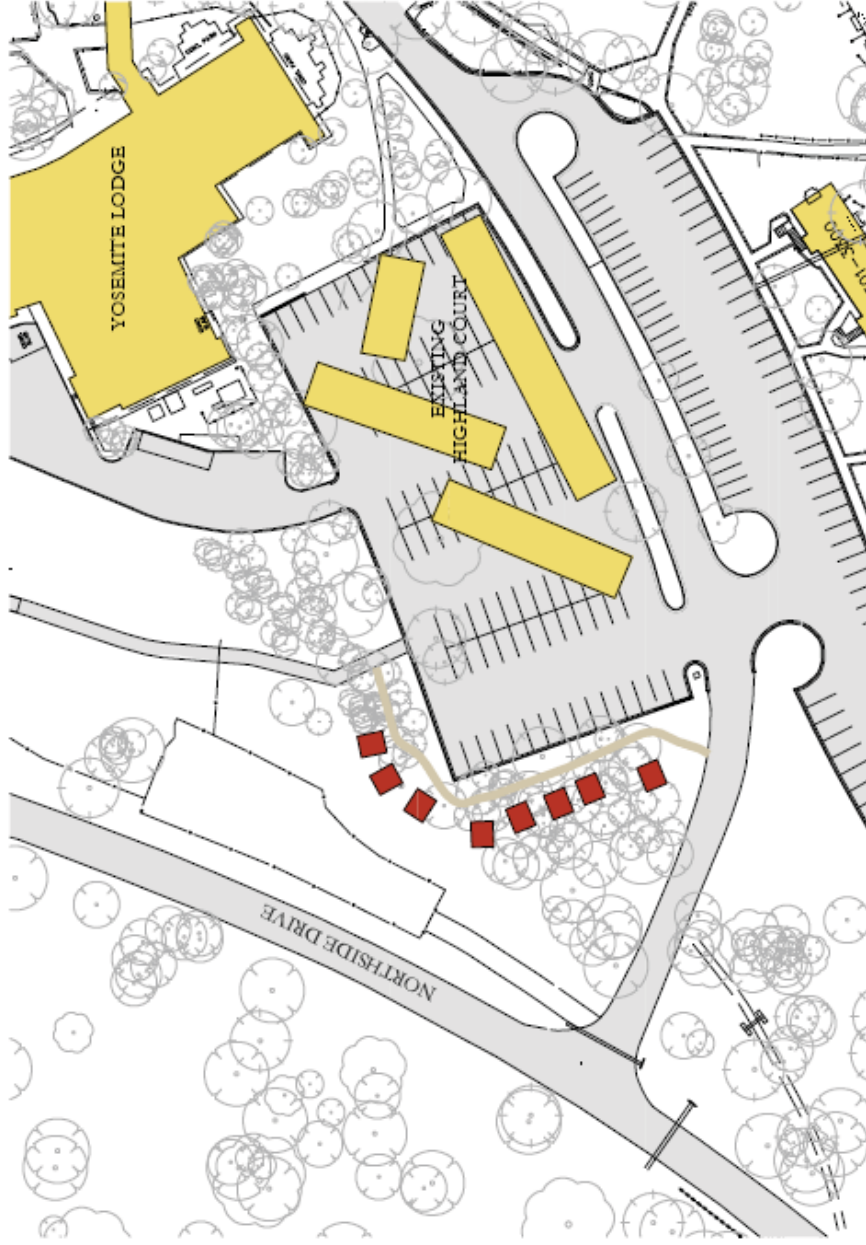
CURRY VILLAGE INTERIM MANAGEMENT PLAN
 YOSEMITE NATIONAL PARK
 JANUARY 16, 2009



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Figure 2



YOSEMITE LODGE HIGHLAND COURT CONCEPT PLAN

CURRY VILLAGE INTERIM MANAGEMENT PLAN
 YOSEMITE NATIONAL PARK
 JANUARY 16, 2009



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Figure 3



HUFF HOUSE AREA CONCEPT PLAN

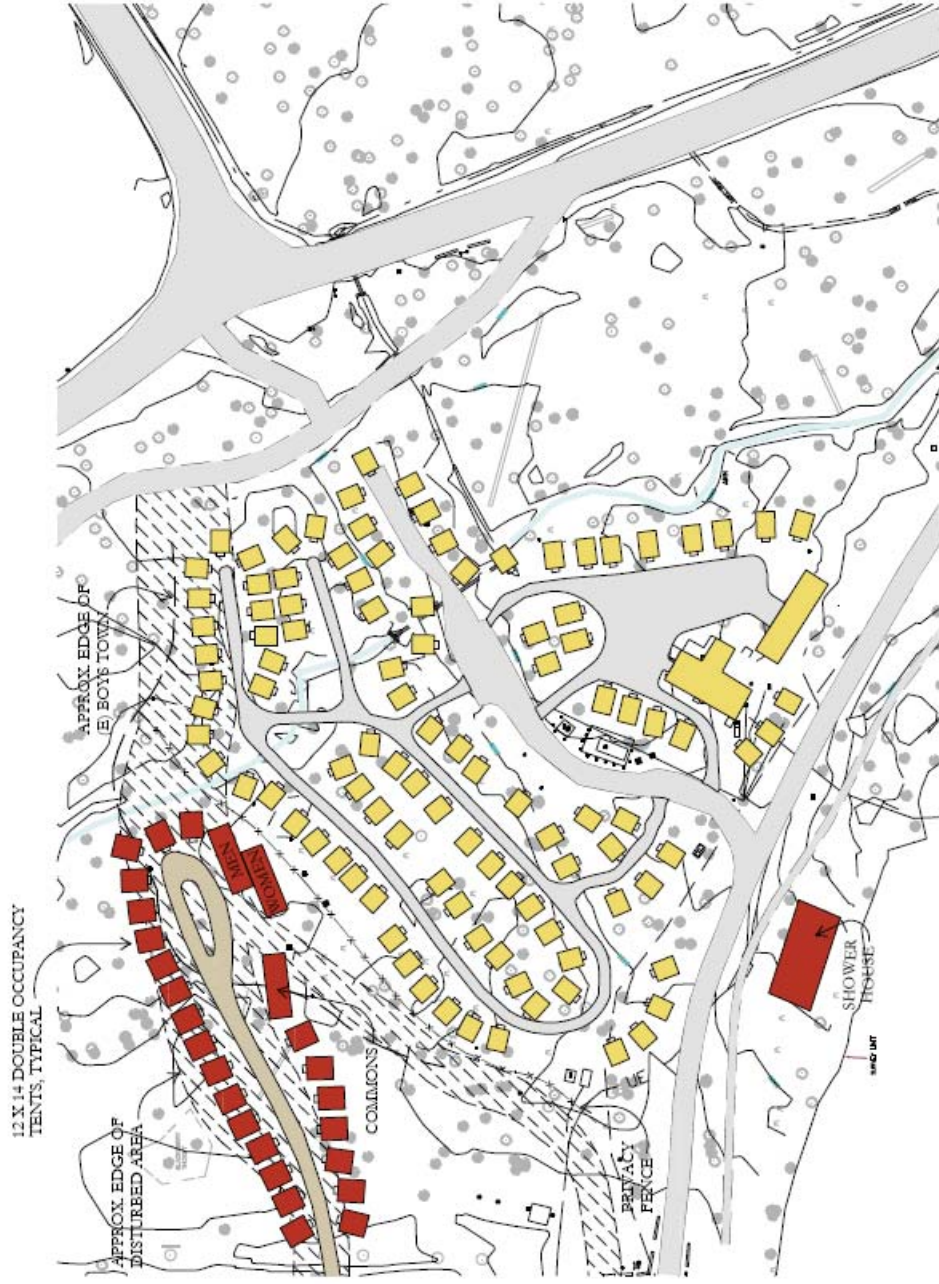
CURRY VILLAGE INTERIM MANAGEMENT PLAN
 YOSEMITE NATIONAL PARK
 JANUARY 16, 2009



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 PROVOST & PRITCHARD



Figure 3



BOYS TOWN EMPLOYEE HOUSING CONCEPT PLAN

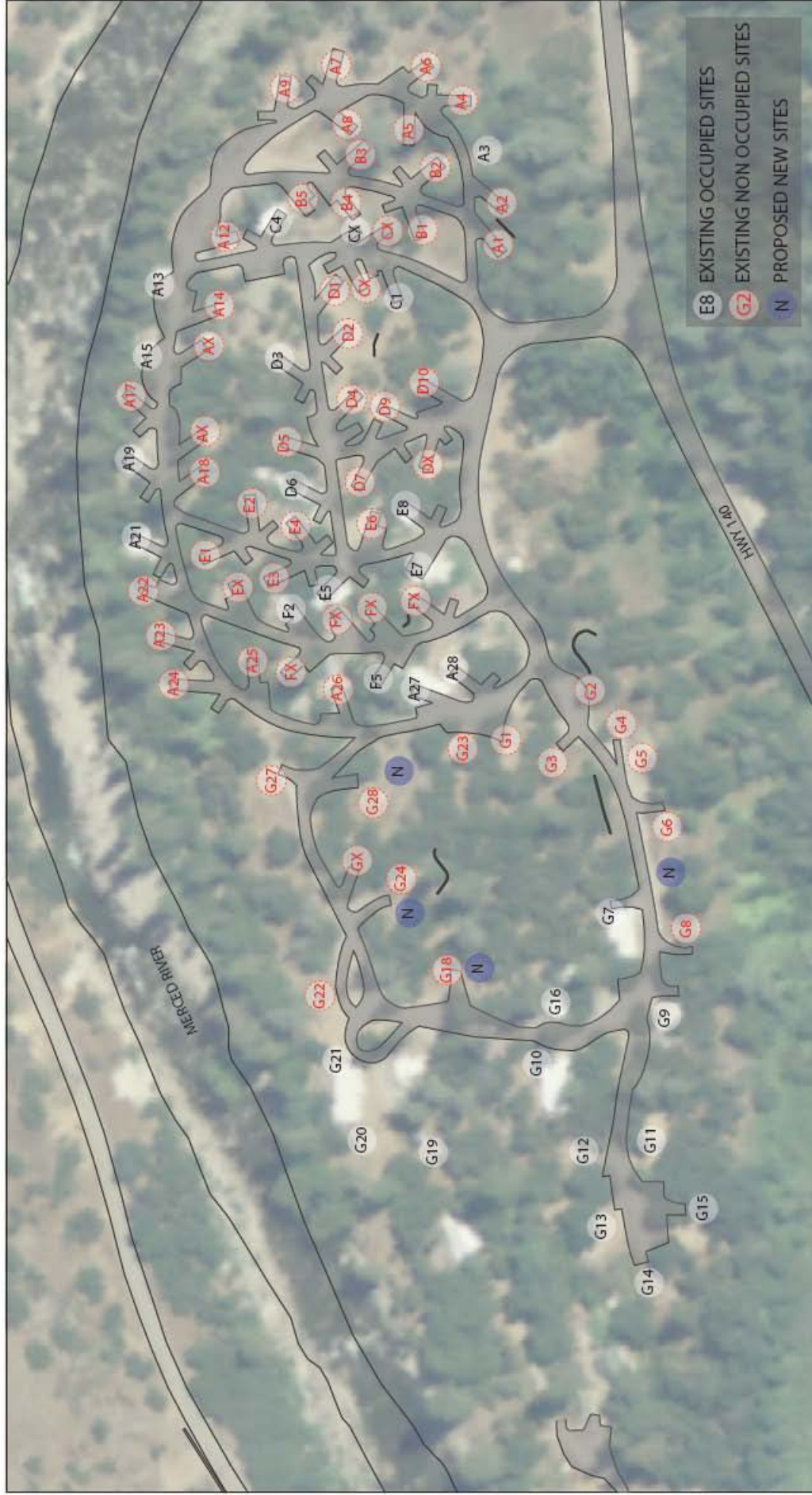
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 YOSEMITE NATIONAL PARK
 JANUARY 16, 2009



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NORTH

Figure 4



EL PORTAL TRAILER COURT

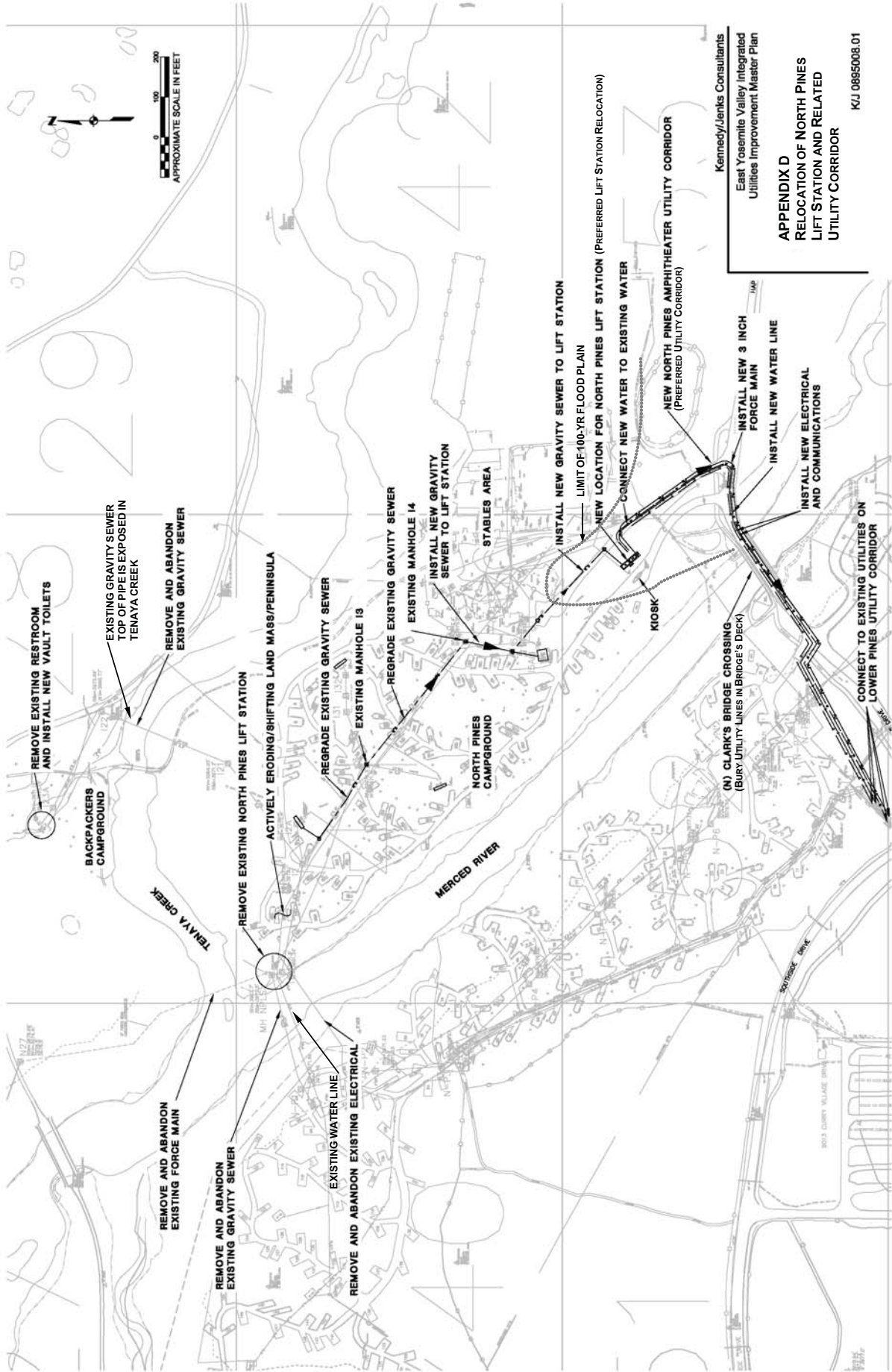
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 YOSEMITE NATIONAL PARK
 JANUARY 16, 2009



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NORTH

Figure 5



Kennedy/Jenks Consultants
 East Yosemite Valley Integrated
 Utilities Improvement Master Plan
APPENDIX D
RELOCATION OF NORTH PINES
LIFT STATION AND RELATED
UTILITY CORRIDOR
 KJ 0895008.01

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March 30, 2009

Charles R. Shockey
United States Department of Justice
Environment and Natural Resources Division
Natural Resources Section
501 "I" Street, Suite 9-700
Sacramento, CA 95814-2322

Re: *Friends of Yosemite Valley v. Salazar*, CV-F-00-6191 AWI DLB, Project
Manager Description.

Dear Mr. Shockey,

Plaintiffs provide this letter identifying the skills that they believe are important to consider in selecting a new project manager for the Merced Wild and Scenic River Comprehensive Management Plan, pursuant to section B.2.c of the Settlement Agreement.

The new project manager should have previous experience with Wild and Scenic River plans and in developing user capacities on Wild and Scenic Rivers or an analogous program. She or he ("she") should be familiar with the outstandingly remarkable values ("ORVs"), delineation processes, and methods of protecting and enhancing ORVs. Ideally, she should be familiar with Yosemite's natural and cultural resources. In the absence of direct experience working on a WSRA CMP, the project manager should have experience working on at least one significant land management plan, such as a Wilderness Plan, where protecting natural resources was the primary goal.

She should be familiar with the Ninth Circuit and District Court decisions on the prior CMPs and have a thorough understanding and respect for WSRA as interpreted by the Secretarial Guidelines and the Courts. She should easily grasp that her primary goals are to protect and enhance river ORVs and establish user capacity consistent with that directive.

She should have successful experience in natural resource preservation and a demonstrated success and commitment to identifying and preserving cultural and historic resources (e.g., Native American history/culture, archeology, ethnography, etc.). She should have some background experience or work in a relevant natural or cultural resources field, beyond planning or NEPA compliance. Experience working as a scientist

or a natural resources conservationist or a strong background in ecology would be preferred.

She should work well with consultants (specifically the user capacity experts who will work on the CMP), be willing to listen to the public, have respect for differing views, and be a good organizer of personnel and making information available. She should have a high level of respect for the public NEPA process and for meeting the deadlines agreed to in the settlement agreement.

She should have an appreciation for how historical conflict between the government and the public can create mistrust and needs to be overcome with a commitment to restoring confidence. She should have some direct experience and/or training with conflict resolution. She should be creative in communicating with, involving and integrating widespread participation and input from diverse perspectives (e.g., Native Americans, multi-generational campers, climbers, disabled, backpackers/hikers, environmentalists, gateway residents, NPS/DNC employees, park overnight lodgers, concessionaire/gateway hoteliers, equestrians, anglers, etc.) with a focus on commonalities as opposed to differences and an ability to view the public as offering a value-added perspective rather than an adversary that has to be overcome.

She should not have an institutional bias in favor of the validity of past NPS actions in Yosemite and will consider ideas from others, including the Plaintiffs, with open-mindedness.

She will have a commitment to transparency in the planning process. She should be comfortable with personal interaction between the public and the NPS from the onset of plan preparation and with making herself accessible to the public. She should be open to exploring and implementing alternative technological options (such as on-line interactive forums) for participation by the public who cannot otherwise attend meetings because of distance or work responsibilities.

She should be someone who has a demonstrated love for experiencing nature in an ecologically respectful way.

Thank you for taking into consideration this list of experiences and qualities when making your hiring decision for the Merced CMP project manager.

Sincerely,

/s/

Julia A. Olson
Counsel for Plaintiffs

cc: Sharon Duggan, Plaintiffs, Magistrate Judge Snyder, Barbara Goodyear, Linda Dahl, Mark Butler, Larry Harris