AMENDMENT I

TO

MEMORANDUM OF AGREEMENT

AMONG

THE U.S. ARMY CORPS OF ENGINEERS,

THE FEDERAL HIGHWAY ADMINISTRATION,

THE WASHINGTON STATE DEPARTMENT OF

ARCHAEOLOGY & HISTORIC PRESERVATION,

THE CITY OF REDMOND, AND

THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

REGARDING TREATMENT OF ADVERSE EFFECTS TO

THE BEAR CREEK SITE (45KI839), REDMOND, KING COUNTY, WASHINGTON

WHEREAS, the Corps' issuance of a Department of Army permit for the Project is subject to review under Section 106 of the National Historic Preservation Act, 16 U.S.C. 470 et seq. (NHPA), and its implementing regulations (36 CFR Part 800 and 33 CFR 325, Appendix C); and

WHEREAS, based on the results of survey and testing, the Corps determined that the Bear Creek site (Site No. 45KI839) was eligible for listing in the National Register of Historic Places (NRHP) for its demonstrated information potential, and the Washington State Department of Archaeology & Historic Preservation (DAHP) also known as the Washington State Historic Preservation Officer (SHPO) concurs with this determination; and

WHEREAS, Redmond determined that portions of the Bear Creek site could be preserved in place, and based on Corps and consulting party review, Redmond modified its proposed
construction to minimize effects to the Bear Creek site, as shown in the final drawings under modified Alternate 2A in a letter to the Corps dated April 12, 2012, and as finalized in the Corps permit (NWS-2009-0242) for this project, which is incorporated by this reference; and

WHEREAS, Redmond, as signatory to the agreement agreed to adhere to the site mitigation plan (Plan) dated February 27, 2013 and titled "Cultural Resources Mitigation Plan for the City of Redmond's Bear Creek Restoration Project" to resolve the adverse effects, which is incorporated by this reference; and

WHEREAS, the Corps determined Redmond's archaeological contractor and construction contractor conducted unauthorized work (data recovery excavations, channel construction, and unmonitored construction) outside the authorized channel construction zone; and

WHEREAS, the Corps determined by performing unauthorized work outside the approved project construction limits/boundaries, the City of Redmond performed work in violation of Special Condition "d" of its Department of Army permit (Appendix A), which required compliance with the Agreement; and

WHEREAS, the Corps determined the unauthorized work outside the channel construction zone resulted in an additional adverse effect to the site; and

WHEREAS, the excavated materials (spoils), which consist of mixed artifact and non-artifact bearing sediments, resulting from the unauthorized construction have been relocated; and

WHEREAS, the spoils have been screened, and the artifacts catalogued under DAHP permit # 2014-06 and the attached treatment plan titled “Bear Creek Site 45KI839, Treatment of Sediments and Their Contents from Damaged Site Area,” which is incorporated by this reference; and

NOW, THEREFORE, the Corps, FHWA, DAHP, Redmond, and WSDOT (collectively the “Parties” and individually the “Party”) agree to the following stipulations to resolve adverse effects to historic properties associated with the construction damage.

STIPULATIONS

Redmond shall ensure that the following stipulations are implemented:

1. Redmond shall reimburse the Muckleshoot Indian Tribe (Muckleshoot), the Snoqualmie Indian Tribe (Snoqualmie), and the Stillaguamish Tribe (Stillaguamish), for the staff time needed to respond to the unauthorized work.

2. Redmond shall allocate an additional $20,000 to fund the Public and Tribal Outreach mitigation measures outlined in Stipulation 1b of the original Agreement.

3. If Redmond’s lithic analysts determine additional analysis of the artifacts recovered from the spoils is warranted, Redmond shall bear the cost of such analyses. Redmond’s additional analysis shall be conducted in a manner that is consistent with the data recovery excavation
analysis as outlined in the Plan and included with the final data recovery excavation report.

4. Redmond’s final report documenting the recovery, cataloging, and any analysis of artifacts recovered from the spoils shall be appended to the final data recovery excavation report.

5. Redmond shall pay for the preparation and curation of all artifacts recovered from the spoils, in addition to and at the same repository as the materials recovered from other phases of archaeological work at the site.

6. In order to meet the obligations outlined in this Amendment 1 Redmond shall utilize the services of a professional cultural resource specialist or firm with qualified personnel meeting the Secretary of the Interior’s Standards specified in 36 CFR Part 61 and RCW 27.53.030 (11) to prepare a comprehensive cultural resources management plan (CRM Plan) for Redmond. Redmond shall provide the consulting parties with an opportunity to comment on the specialist or firm(s) being considered to prepare the CRM Plan, and opportunity to provide review and comment regarding the content of the Plan prior to its adoption. Redmond shall implement the CRM plan. The CRM Plan will include but not be limited to:

- Identification of high site probability areas within the city utilizing existing materials, DAHP data, KCHPP data, and any additional information provided by the Muckleshoot, Snoqualmie, Stillaguamish, and Tulalip Tribes.
- Protocols for identifying, investigating, and treating cultural resources, including how to address high-site probability areas.
- Protocols for coordinating cultural resource review between the city’s departments.
- A cultural resource training plan and schedule for Redmond employees.
- Procedures to improve existing tribal consultation protocols.
- Inadvertent Discovery Procedures, including provisions for the discovery of human remains.
- Emergency response protocols.
- Monitoring protocols.

This plan shall be completed within three years of execution of this Amendment 1 and shall be consistent and integrated with Redmond’s existing professional cultural resource services and agreements.

7. Redmond shall coordinate public and tribal outreach efforts developed as part of the City’s CRM Plan developed as part of Stipulation 2 and Stipulation 6 of this Amendment 1.

8. Redmond shall sponsor annual, public cultural resource education workshops for a period of five years. The topics will be developed in consultation with the consulting parties.

9. Redmond shall facilitate and implement cultural resource training for appropriate Redmond employees, developed as part of the CRM plan. The schedule and intervals of training shall be determined in the CRM plan, and will cover a period of at least five years.

10. Redmond shall provide a yearly progress report, for a period of at least five years following the execution of this Amendment 1, to the consulting parties on the obligations as stipulated. The report will include an evaluation of their effectiveness to improve cultural resource treatment and increase awareness of city employees and the public. The evaluation shall
address resource identification, interdepartmental and interagency coordination, consultation with concerned parties, and treatment/preservation outcomes.

Failure to comply with the terms and conditions of Amendment 1 is a violation of Redmond’s Permit.

Execution of this Amendment 1 to the Memorandum of Agreement by the Corps, FHWA, DAHP, Redmond, and WSDOT, the submission of documentation and filing of this Amendment 1 to the Memorandum of Agreement with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to the Corps approval of this undertaking, and implementation of its terms evidence that the Corps has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.
SIGNATORY PARTY:

U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT

[Signature]

Date: 29 Sep 19

John J. Buck
Colonel, Corps of Engineers
District Commander

Contact Information:

Chris Jenkins, Regulatory Cultural Resources Program Manager
US Army Corps of Engineers, Seattle District
P.O. Box 3755
Seattle WA 98124
(206) 764-6941
Paul.C.Jenkins @usace.army.mil

Note: Signatures continued on next page.
SIGNATORY PARTY:

THE FEDERAL HIGHWAY ADMINISTRATION

By: Daniel M. Mathis  Date: 09/19/2014

Title: Division Administrator
Daniel M. Mathis
Division Administrator

Contact Information:

Anthony Sarhan
Washington Division
Federal Highway Administration
711 Capitol Way, Suite 501
Olympia, Washington 98501
Phone: 360-753-9558
E-mail: Anthony.Sarhan@dot.gov

Note: Signatures continued on next page.
SIGNATORY PARTY:

THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

By: ___________________________ Date: 9/15/14

Title: ___________________________
Allyson Brooks, Ph. D.
State Historic Preservation Officer

Contact Information:

Matthew Sterner, M.A.
Transportation Archaeologist
Department of Archaeology and Historic Preservation
1062 S. Capitol Way, Suite 106
Olympia, WA 98501
360.586.3082 (voice)
360.280.7563 (cell)

Note: Signatures continued on next page.
SIGNATORY PARTY:

THE CITY OF REDMOND

By: John Marchione
Mayor

Contact Information:

Michael Haley, P.E.
Senior Project Manager
Public Works
City of Redmond
425-556-2843
mhaley@redmond.gov

Note: Signatures continued on next page.
May 4, 2012

TO: Mike Bailey, Finance Director

FM: John Marchione, Mayor

RE: Delegation of Signing Authority

With this memorandum I am delegating my signature authority on City contracts and travel requests to you. In addition, I delegate authority to make day-to-day operating decisions in my absence.

John Marchione, Mayor

cc: Directors' Team
    Michelle McGehee
    Talley Hudson
SIGNATORY PARTY:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: Julie Meredith, P. E.
SR520 Program Director

Date: 8/5/14

Contact Information:

Steve Archer
Cultural Resources Specialist
WSDOT ESO Mega Projects
999 3rd Avenue, Suite 2424
Seattle, WA 98104
(206) 805-2895 (office)
(206) 714-4681 (cell)
archers@wsdot.wa.gov

Designated by WSDOT as Agreement Number GCB 1394.

Note: Signatures continued on next page.
CONCURRING PARTY:
MUCKLESHOOT INDIAN TRIBE

By: __________________________ Date: __________________________

Title: ___________________________________________________________________________
Virginia Cross
Tribal Council Chairperson

Contact Information:
Laura R. Murphy
Archaeologist
Muckleshoot Indian Tribe
39015 172nd Ave. SE
Auburn, WA 98092-9763
(253) 876-3272
laura.murphy@muckleshoot.nsn.us

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SUBJECT: Addendum to MOA Regarding Treatment of Adverse Effects to the Bear Creek Site (45K1839), Redmond, King County, Washington (DA Permit No. NWS-2009-0242).

CONCURRING PARTY:

SNOQUALMIE INDIAN TRIBE

By: ___________________________ Date: 6-25-2014

Carolyn Lubenau
Chair, Snoqualmie Indian Tribe

Contact Information:

Steven Mullen-Moses
Director Archaeology & Historic Preservation
Snoqualmie Indian Tribe
Desk: 425-888-6551 x1106
Cell: 425-495-6097
steve@snoqualmienation.com

Note: Signatures continued on next page.
September 12, 2014

Chris Jenkins  
Cultural Resource Program Manager  
Tribal Relations Specialist  
Regulatory Branch  
Seattle District, USACE  
P.O. Box 3755  
Seattle WA 98124

Re: Bear Creek Memorandum of Agreement Amendment 1

Dear Mr. Jenkins:

Enclosed you will find the original signature page of the Bear Creek Memorandum of Agreement, Amendment 1, which has been signed by Chairman Yanity.

As always, should you have any questions or concerns, please feel free to contact us.

Very truly yours,

KIRSTIN MICHAUD  
Paralegal

/s
Enclosures

cc: Ms. Tara Boser  
Mr. Kerry Lyste
CONCURRING PARTY:

STILLAGUAMISH TRIBE

Title: Chair
Shawn Yanity
Chair, Stillaguamish Tribe of Indians

Contact Information:
Kerry Lyste
Cultural Resources
GIS Analyst/ Database Administrator
Stillaguamish Tribe of Indians
360-652-7362 ext 226
klyste@stillaguamish.com

Note: Signatures continued on next page.
CONCURRING PARTY:

TULALIP TRIBES

By: ___________________________  Date: ___________________________

Title: ___________________________________________________________
Herman Williams SR.
Chair, Tulalip Tribes

Contact Information:

Richard Young
Hibulb Cultural Center &
Natural History Preserve
6410 23rd Avenue, N.E.
Tulalip, WA 98271
ryoung@tulaliptribes.nsn.gov
(360) 716-2652
(425) 239-0182 - Message

Note: Signatures continued on next page.
CONCURRING PARTY:

KING COUNTY HISTORIC PRESERVATION PROGRAM

By: ___________________________ Date: 8/4/14

Title:
Julie Koler
Historic Preservation Officer, King County

Contact Information:

Philippe D. LeTourneau, PhD
Archaeologist
King County Historic Preservation Program
Department of Natural Resources and Parks
201 South Jackson Street, Suite 700 [MS: KSC-NR-0700]
Seattle, WA 98104
206 477-4529
Philippe.LeTourneau@kingcounty.gov

Note: End of signature pages.
The Memorandum of Agreement (MOA), titled “Memorandum of Agreement among the U.S. Army Corps of Engineers (Corps), the Federal Highway Administration, the Washington State Department of Archaeology & Historic Preservation, the City of Redmond, and the Washington State Department of Transportation Regarding Treatment of Adverse Effects to the Bear Creek Site (45KI839), Redmond, King County, Washington”, and signed by these entities, will be implemented in its entirety. The Corps has been designated the lead Federal agency responsible for implementing and enforcing the MOA as signed. If you fail to comply with the implementation and associated enforcement of MOA the Corps may determine that you are out of compliance with the conditions of the Department of the Army permit or authorization and suspend the permit or authorization. Suspension may result in modification or revocation of the authorized work.
AMENDMENT 2
TO
MEMORANDUM OF AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
THE FEDERAL HIGHWAY ADMINISTRATION,
THE WASHINGTON STATE DEPARTMENT OF
ARCHAEOLOGY & HISTORIC PRESERVATION,
THE CITY OF REDMOND, AND
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
REGARDING TREATMENT OF ADVERSE EFFECTS TO
THE BEAR CREEK SITE (45KI839), REDMOND, KING COUNTY, WASHINGTON

WHEREAS, U.S. Army Corps of Engineers, Seattle District Regulatory Branch (Corps) entered into a Memorandum of Agreement (Agreement) as amended (Amendment 1) with the City of Redmond (Redmond), Federal Highway Administration (FHWA), Washington State Department of Transportation (WSDOT) and Washington State Department of Archaeology & Historic Preservation (DAHP), for a fisheries habitat restoration project located at the lower reach of Bear Creek just south of the Redmond Town Center, T25N, R5E, sec12, W.M., Bellevue North USGS 7.5' quadrangle, King County, Washington (the "Project"), which is incorporated by this reference; and

WHEREAS, the terms and conditions of the Agreement and Amendment 1 not modified by this amendment (Amendment 2) are still in force; and

WHEREAS, the Corps, in consultation with DAHP, Redmond, WSDOT, and FHWA, have determined Amendment 1, Stipulation 6, requires modification to reflect a change in the suspende date for Redmond to complete a comprehensive cultural resources management plan (CRM Plan) and

NOW, THEREFORE, the Corps, SHPO, Redmond, WSDOT, and FHWA agree that the following stipulation will be implemented to amend Amendment 1 to the original Agreement.

STIPULATION

1. This CRM Plan completion date shall be extended by one year to September 29, 2018.
SIGNATORY PARTY:

U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT

Mark A. Geraldi  
Colonel, Corps of Engineers  
District Commander

Date: 9/11/17

Contact Information:

Chris Jenkins, Regulatory Cultural Resources Program Manager  
US Army Corps of Engineers, Seattle District  
P.O. Box 3755  
Seattle WA 98124  
(206) 764-6941  
Cultural.Resources@usace.army.mil

Note: Signatures continued on next page.
SIGNATORY PARTY:

THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

By: [Signature] Date: 8/14/17

Title: State Historic Preservation Officer
Allyson Brooks, Ph. D.
State Historic Preservation Officer

Contact Information:

Matthew Sterner, M.A.
Transportation Archaeologist
Department of Archaeology and Historic Preservation
1062 S. Capitol Way, Suite 106
Olympia, WA 98501
360.586.3082 (voice)
360.280.7563 (cell)

Note: Signatures continued on next page.
SIGNATORY PARTY:

THE CITY OF REDMOND

By: [Signature] Date: 8/21/2017

Title: Finance Director

for

John Marchione
Mayor

Contact Information:

Michael Haley, P.E.
Senior Project Manager
Public Works
City of Redmond
425-556-2843
mhaley@redmond.gov

Note: Signatures continued on next page.
SIGNATORY PARTY:

THE FEDERAL HIGHWAY ADMINISTRATION

By: Daniel M. Mathis Date: 09/05/2017

Title: Division Administrator
Daniel M. Mathis
Division Administrator

Contact Information:

Anthony Sarhan
Washington Division
Federal Highway Administration
711 Capitol Way, Suite 501
Olympia, Washington 98501
Phone: 360-753-9558
E-mail: Anthony.Sarhan@dot.gov

Note: Signatures continued on next page.
SIGNATORY PARTY:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: Julie Meredith  Date: 8/4/17

Title: SR520 PROGRAM DIRECTOR
Julie Meredith, P. E.
SR520 Program Director

Contact Information:

Cassandra Manetas
Cultural Resources Specialist
WSDOT ESO Mega Projects
999 3rd Avenue, Suite 2424
Seattle, WA 98104
(206) 805-2895 (office)
(206) 714-7158 (cell)
manetac@wsdot.wa.gov

Designated by WSDOT as Agreement Number GCB 1394.

Note: Signatures continued on next page.
CONCURRING PARTY:

MUCKLESHOOT INDIAN TRIBE

By: ___________________________   Date: ___________________________

Title: ___________________________
Virginia Cross
Tribal Council Chairperson

Contact Information:
Laura R. Murphy
Archaeologist
Muckleshoot Indian Tribe
39015 172nd Ave. SE
Auburn, WA  98092-9763
(253) 876-3272
laura.murphy@muckleshoot.nsn.us

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CONCURRING PARTY:
SNOQUALMIE INDIAN TRIBE

By: Sunny E. Clear     Date: 9/01/17

Title: Sunny Clear
Chair, Snoqualmie Indian Tribe

Contact Information:

Steven Mullen-Moses
Director Archaeology & Historic Preservation
Snoqualmie Indian Tribe
Desk: 425-888-6551 x1106
Cell: 425-495-6097
steve@snoqualmienation.com

Note: Signatures continued on next page.
Stillaguamish Tribe of Indians
PO Box 277 3322 236 St. NE
Arlington, WA 98223

BOARD OF DIRECTORS

Resolution 2017/131


WHEREAS, the Stillaguamish Tribe of Indians is a party to the Treaty of Point Elliott of January 22, 1855, 12 Stat. 927; and is a sovereign, Federally Recognized tribe, which the U.S. Government acknowledged in October 1976; and

WHEREAS, the Stillaguamish Tribe of Indians Board of Directors is the duly constituted Governing Body of the Stillaguamish Tribe of Indians, in accordance with Articles III, IV and V of the Stillaguamish Constitution; and

WHEREAS, the Stillaguamish Tribe of Indians Board of Directors, acting in the best interest of its people is embarked on a course of self-determination; and

WHEREAS, the authority to protect the Tribe as a sovereign political entity is vested in the Stillaguamish Tribe of Indians Board of Directors (“Board of Directors” or “Board”) under Article III and Article V, Sec. 1 of the Constitution, which Board has enumerated authority under Article V, Sec. 1 (b) to administer the affairs and assets of the Tribe, develop appropriate contracts, leases, permits, loan documents, sale agreements and, under Article V, Sec. 1 (h), to exercise other necessary powers to fulfill the Board’s obligations, responsibilities and purposes as the governing body of the Tribe; and

WHEREAS, the Board previously adopted Resolutions 2013/010 and 2014/14 approving the Memorandum of Agreement (“Bear Creek MOA”) and Amendment 1 regarding the Bear Creek restoration project near the Redmond town center uncovered the highly significant approximately 10,000-year old Bear Creek archaeological site (Site No. 45KI839), certified copies of which are attached hereto and incorporated by reference; and
WHEREAS, the parties find it mutually beneficial to extend the CRM Plan completion date under the Bear Creek MOA to September 29, 2018, and to that end have created an Amendment 2 to the Bear Creek MOA, also attached herein and incorporated by reference; and

WHEREAS, the Tribe is a Concurring Party to the Bear Creek MOA, and the Board finds that it would be in the best interests of the Tribe to execute the Amendment 2 to the Bear Creek MOA; now

THEREFORE BE IT RESOLVED, that the Stillaguamish Tribe Board of Directors hereby authorizes the Chairman, or in his absence the Vice-Chairperson, to execute the Amendment 2 to the Bear Creek MOA and to take all steps necessary to carry this Resolution into effect.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chairman, or in his absence the Vice-Chairman, and Secretary to certify this Resolution.

CERTIFICATION

As Chairman and Secretary of the Stillaguamish Tribal Board of Directors, we hereby certify that the above resolution was duly adopted at a meeting of the Stillaguamish Tribal Board of Directors held on the 17 day of August, 2017 at which time a quorum was present and a vote of ______ for ______ opposed and ______ abstain was cast.

SHAWN YANTUY, Chairman

PATRICIA PECOR, Secretary
CONCURRING PARTY:

STILLAGUAMISH TRIBE

By:  

Date:  8-17-17

Title:  Chairman
Shawn Yanity
Chair, Stillaguamish Tribe of Indians

Contact Information:

Kerry Lyste
THPO/ GIS Database Administrator
Stillaguamish Tribe of Indians
360-572-3072
klyste@stillaguamish.com

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