

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 suspense date for Redmond to complete a comprehensive cultural resources management plan (CRM Plan) and

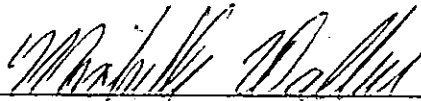
NOW, THEREFORE, the Corps, SHPO, Redmond, WSDOT, and FHWA agree that the following stipulation will be implemented to amend Amendment 1 to the original Agreement.

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



fa/ Mark A. Gerald

Colonel, Corps of Engineers
District Commander

Date: _____

9/11/17

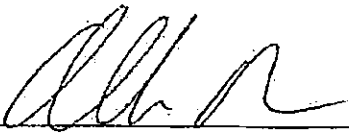
Contact Information:

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:  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: 

Date: 8/31/2017

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: 8/14/17

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.

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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 E. Clear
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@snoqualmiation.com

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Stillaguamish Tribe of Indians

PO Box 277 3322 236th St. NE
Arlington, WA 98223

BOARD OF DIRECTORS

Resolution 2017/131

APPROVING 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 re: TREATMENT OF ADVERSE EFFECTS TO THE BEAR CREEK SITE (45KI839), IN REDMOND, KING COUNTY, WASHINGTON

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.

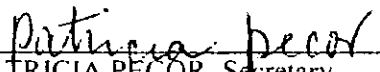
BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chairman, or in his absence the Vice-Chairman, and Secretary to certify this Resolution.

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 5 for 0 opposed and 0 abstain was cast.



SHAWN Y. NINY, Chairman



PATRICIA PECOR, Secretary

CONCURRING PARTY:

STILLAGUAMISH TRIBE

By: 

Date: 7-17-17

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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CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: Bear Creek MOA Amendment 2 Re: treatment of Adverse Effects to the Bear Creek Site (45K1839)

Project No: 20029622.04.01.03

Type of Service: Memorandum of Agreement

Provider of Service: N/A U.S. Army Corps of Engineers; The Federal Highway Admin; WA State Dept of Archaeology & Historic Preservation; WSDOT

Source of Funding: Stormwater

Original Contract/Agreement Amount: 0 Estimated Start Date: September 29, 2017

Current Contract/Agreement Amount (includes previous supplements, if any): 0

Proposed Increase: 0 Council Approval Date: May 15, 2012

New Contract Total: 0 Estimated Completion Date: September 29, 2018

Project Administrator: Tom Hardy Ext: 2762

Return contract to: Tom Hardy Mailstop: 2NPW Ext: 2762

Supervisor/Manager Signature [Signature] Date 8/25/17

Department Head/Designee Signature [Signature] Date 8/25/17

Remarks: This amendment to the Bear Creek MOA provides a 1-year extension to allow the completion of the Cultural Resources Management Plan (CRMP) stipulation. The City will receive a copy when the signatories and concurring parties sign.

orig CC 7308 (AM 12-082) - amendment #1 is CC# 7736

ROUTING PROCESS: (3 copies)

To: City Clerk (for routing and signatures) AH Date 8/28/17

Risk Manager MES Date 8/29/17
(Signature or initials)

City Attorney JWW Date 8/29/17
(Signature or initials) [Signature] 8/30/17

Mayor _____ Date _____
(Signature or initials)

City Clerk M. Date 9/5/17
(Signature or initials)

Note: Please return the fully executed routing sheet, contracts and agreements to the Originating Division for distribution except for one original retained by the City Clerk.

FINANCE USE ONLY: Dynamics (PA) Number _____ City Contract Number 7308-2

1. Start with four (4) original construction contract copies or three (3) original consultant agreement copies. All documents **must** be signed **first** by the construction company or consultant firm.
2. The originating department completes this form, obtains the signature of the division head or designee and routes the contract/consultant agreement documents with this routing form on top. Incomplete forms will be returned to the originating division. Contracts/consultant agreements are routed to the department head/designee for approval, the City Clerk for listing in a "tickler" document, then to the following for approval: Risk Manager, City Attorney, Mayor, City Clerk (for assigning a contract number) and lastly back to the originating division. The following information must be included on the routing form:
 - Dollar amount of the contract (including all applicable taxes),
 - Source of the funding,
 - In case of an amendment, specify both the original and amended amounts and indicate the percentage increase or decrease in the "Remarks" section.
 - Council approval date needed if:
 - a. Consultant contract/agreement or amendment exceeds \$25,000 in one year
 - b. Construction contracts exceed \$30,000 for a single craft or \$50,000 for multiple crafts
3. Mark all the contract signature pages with flags.
4. Securely fasten any explanatory memorandums or material in the front of the document.
5. Each construction contract copy must have an insurance certificate and performance bond (as required) securely fastened to the contract unless other arrangements have been made with the Risk Manager.
6. If the contract is marked "Urgent" in the "Remarks" section, every effort will be made to expedite it. Otherwise, allow ten (10) days for the process.
7. The City Clerk's office will notify the originating division contact for pickup of the contract when it is fully executed.
8. Distribution of the contracts and agreements is as follows:

Construction contracts - Four (4) copies

- One (1) filed with City Clerk
- One (1) to contractor
- One (1) filed with City Engineer
- One (1) retained by department
- a. The originating division contact takes the City Engineer's copy of the executed contract and routing form to the Public Works Management Analyst Associate on the fourth floor.
- b. The Management Analyst Associate will create the purchase requisition for Purchasing to issue a purchase order.
- c. Purchasing sends the Management Analyst Associate the purchase order

Consultant agreements - Three (3) copies

- One (1) filed with City Clerk
- One (1) to consultant
- One (1) retained by department
- a. The originating division contact takes the executed routing form to the Public Works Management Analyst Associate on the fourth floor for verification of the overall project budget number and insertion of other budget numbers, task numbers and amounts relating to transportation, storm, sewer, water/wastewater, Parks, etc.
- b. This routing form along with a copy of the first and signature pages of the consultant agreement are taken to Purchasing so a tracking document can be established in the city's financial system for issuing a blanket purchase order.
- c. Purchasing will return the City Contract Routing & Approval form to the originating division contact with the purchase order number noted.