

**PROGRAMMATIC AGREEMENT AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC  
PRESERVATION, AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY  
IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR  
THE WEST SEATTLE LINK EXTENSION PROJECT  
SEATTLE, KING COUNTY, WASHINGTON**

**WHEREAS**, the Central Puget Sound Regional Transit Authority (Sound Transit) proposes to construct approximately 4.1 miles of light rail between the neighborhoods commonly known as SODO and West Seattle, divided into four (4) segments: SODO, Duwamish, Delridge, and West Seattle Junction, known as the West Seattle Link Extension (the Project), pursuant to the Sound Transit 3 plan of regional transit system investments, funding for which was approved by voters in the region in 2016;

**WHEREAS**, subject to the commitment of local funding, the Project will utilize funds administered by the Federal Transit Administration (FTA) authorized by 49 U.S.C. Chapter 53;

**WHEREAS**, FTA has determined that the Project is an undertaking subject to the requirements of 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. §306108, as amended (August 5, 2004);

**WHEREAS**, the United States Army Corps of Engineers (USACE) is a Cooperating Agency pursuant to 40 CFR 1501.6 and 40 CFR 1508.5 and may issue permits authorizing the discharge of dredged or fill material in conjunctions with the Project construction pursuant to 33 USC § 11 and Section 404 of the Clean Water Act (Section 404), 33 USC § 1251-1376, as amended, as well as permits pursuant to 33 USC 408 and 33 USC § 403 of the Rivers and Harbors Act (Section 10);

**WHEREAS**, FTA and the USACE have agreed that FTA will act as Lead Federal Agency for Section 106 compliance and will act on behalf of the USACE;

**WHEREAS**, the United States Coast Guard (USCG), is a Cooperating Agency pursuant to 40 CFR 1501.6 and 40 CFR 1508.5 and may issue permits authorizing bridge construction over the Duwamish waterway pursuant to 33 USC 401 of the Rivers and Harbors Act (Section 9) in conjunction with Project construction;

**WHEREAS**, FTA and the USCG have agreed that FTA will act as Lead Federal Agency for Section 106 compliance and will act on behalf of the USCG;

**WHEREAS**, the United States Postal Service (USPS) and the Port of Seattle are Cooperating Agencies pursuant to 40 CFR 1501.6 and 40 CFR 1508.5, as property owners potentially affected by Project construction;

**WHEREAS**, in accordance with 36 CFR § 800.14(b) and § 800.6, on June 28, 2024 FTA has notified the Advisory Council on Historic Preservation (ACHP) of its intent to use a Programmatic Agreement (Agreement) to partially fulfill its Section 106 obligations for the Project and has invited ACHP to participate in the development of this Agreement, and on July 15, 2024 the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**WHEREAS**, FTA has initiated consultation in accordance with 36 CFR § 800.3(c) with the Washington State Historic Preservation Officer (SHPO), Department of Archaeology and Historic Preservation (DAHP) in coordination with Sound Transit (under DAHP Project No. 2019-02-01457), and is continuing the Section 106 process for the Project with an Agreement in

accordance with 36 CFR § 800.14(b) because the effects of the Project on historic properties cannot be fully determined prior to approval of the Project, and the Project will have an Adverse Effect on nine (9) known properties determined eligible for listing in the National Register of Historic Places (NRHP), herein referred to as historic properties as defined in 36 CFR § 800.16(l)(1);

**WHEREAS**, under this Agreement, pursuant to 36 CFR § 800.2(a)(3), FTA designated Sound Transit to work directly with DAHP on FTA's behalf, with FTA remaining responsible for designating Consulting Parties and making all findings and determinations pursuant to 36 CFR Part 800;

**WHEREAS**, FTA has invited Sound Transit to be an Invited Signatory to this agreement as they are the project proponent and are required to carry out the commitments identified in this agreement as a stipulation for funding of the project by FTA;

**WHEREAS**, pursuant to 36 CFR § 800.2(c)(2)(ii) and 36 CFR § 800.14(b) and (f), FTA has initiated consultation with the following federally recognized Tribes and invited their participation in the development of this Agreement: the Muckleshoot Indian Tribe, Snoqualmie Indian Tribe, Suquamish Indian Tribe of the Port Madison Reservation, Tulalip Tribes of Washington, and Confederated Tribes and Bands of the Yakama Nation. The named federally recognized Tribes are collectively referred to here as "Consulting Tribes" and FTA invited all of the Consulting Tribes to sign this Agreement as Concurring Parties;

**WHEREAS**, FTA acknowledges its continued responsibility to engage in meaningful government-to-government consultation with the Consulting Tribes (pursuant to Executive Order 13175, 54 U.S.C. § 302706(b), the January 26, 2021 Presidential Memorandum on Tribal Consultation and Strengthening Nation-to-Nation Relationships, and 36 C.F.R. § 800.2(c)(2) throughout the process of carrying out the stipulations of this Agreement as applicable. This Agreement does not alter the existing government-to-government relationship between FTA and any Tribe. Additionally, nothing in this Agreement is intended to repeal, supersede, or modify any right, privilege, or immunity granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Tribe, nor is it intended to confer any additional right, privilege, or immunity not otherwise granted, reserved, or established pursuant to treaty, statute, or Executive Order pertaining to any Tribe;

**WHEREAS**, FTA has prepared this Agreement in consultation with the Alliance for Pioneer Square, City of Seattle, and the Washington Trust for Historic Preservation regarding the effects of the Project on historic properties and the development of mitigation measures and stipulations, and invited all of these entities to sign this Agreement as Concurring Parties;

**WHEREAS**, Sound Transit has coordinated with the non-federally recognized Duwamish Tribal Organization, the Snohomish Tribe, and the public on the effects of the Project on historic properties and the development of mitigation measures and stipulations;

**WHEREAS**, FTA, in coordination with Sound Transit, has defined the Area of Potential Effect (APE) for the Project as depicted in Attachment A, and consulted on the APE with DAHP, Consulting Tribes and other Consulting Parties;

**WHEREAS**, FTA, in coordination with Sound Transit, and in consultation with DAHP, Consulting Tribes and other Consulting Parties have completed the inventory of the historic built environment to identify historic properties as defined by 36 CFR § 800.16(1) that are listed in, or eligible for listing in, the NRHP, the results of which are shown in Attachment B of this Agreement, and DAHP has concurred with these determinations;

**WHEREAS**, as the design and construction advance, FTA, in coordination with Sound Transit, may be required to conduct inventory of areas added to the APE to identify and evaluate historic properties that could potentially be affected by the Project and, if needed, shall do so in consultation per the terms of this Agreement;

**WHEREAS**, FTA in coordination with Sound Transit, has consulted with DAHP, Consulting Tribes, and other Consulting Parties and has determined the Project will have an Adverse Effect on Archaeological Site 45KI52;

**WHEREAS**, because of lack of access, FTA, in coordination with Sound Transit, has completed limited survey to identify archaeological resources as defined by 36 CFR § 800.16(1) that are listed in, or eligible for listing in the NRHP and have agreed to implement a process for further identification and evaluation of archaeological sites pursuant to 36 CFR § 800.4(b)(2), and defer until after the execution of this Agreement additional identification and evaluation of archaeological sites, assessment of Adverse Effects, and resolution of Adverse Effects, if needed, as provided for in this Agreement;

**WHEREAS**, FTA, in coordination with Sound Transit, have consulted with DAHP, Consulting Tribes, other Consulting Parties, and the ACHP on Adverse Effect(s) to known historic properties, including buildings, structures, sites, districts, and objects within the APE, that are anticipated to arise as a result of the Project;

**WHEREAS**, FTA in coordination with Sound Transit, and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, has determined that the Project will have an Adverse Effect on the following known historic properties, which are listed or eligible for listing in the NRHP: all buildings within the Pacific Forge Company/Bethlehem Steel Nut and Bolt Factory Historic District, 3800 West Marginal Way Southwest; the Alaskan Copper Company Employment Office and Auto Repair Garage, 2958 6<sup>th</sup> Avenue South; the Spokane Street Manufacturing Historic District (multiple addresses); Acme Tool Works, 3626 East Marginal Way South; Graybar Electric Company Building, 1919 6<sup>th</sup> Avenue South A.M. Castle and Company Steel 3640-60 East Marginal Way South, and the Cettolin House, 4022 32<sup>nd</sup> Avenue Southwest;

**WHEREAS**, FTA in coordination with Sound Transit, and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, has determined that historic properties included in Attachment B but not listed above as adversely affected, will not be adversely affected by the Project;

**WHEREAS**, measures are included in this Agreement to avoid and/or minimize effects to historic properties through a design development and review process and the implementation of protection measures for historic properties during Project construction;

**WHEREAS**, FTA, in coordination with Sound Transit, and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, has determined that ground-disturbing work for the Project may adversely affect archaeological resources that may be eligible for listing in the NRHP but are located in areas that are currently not accessible for testing and evaluation;

**WHEREAS**, the Project is defined here as the Preferred Alternative identified in the Final Environmental Impact Statement (EIS) published on September 20, 2024 This Preferred Alternative may include refinements made by Sound Transit's Board of Directors when selecting the project to be built and is anticipated in this Agreement to be selected as the project to be built. If portions or all of the project to be built as selected by the Sound Transit Board of Directors includes different alternatives than those included as the Preferred Alternative in the Final EIS then this Agreement will be amended to reflect such changes, per Stipulation XXXI;

**WHEREAS**, FTA shall consult with DAHP, Consulting Tribes, and other Consulting Parties on revisions to the APE and on additional investigation within the revised APE that may be required as a result of changes to the Project, following the execution of this Agreement. Such consultation will follow the processes outlined in Stipulation V. FTA shall also consult with the Signatories of this Agreement and other Consulting Tribes and other Consulting Parties on effects to newly identified historic properties and shall resolve Adverse Effects to newly identified historic properties pursuant to Stipulation IX;

**WHEREAS**, this Agreement was developed with appropriate public involvement pursuant to 36 CFR § 800.2(d) and § 800.6(a)(4); the public involvement was coordinated with the public review conducted by FTA and Sound Transit to comply with National Environmental Policy Act (NEPA), as amended, pursuant to 36 CFR § 800.8(a);

**WHEREAS**, public involvement in the Section 106 review process, including notification of the Project's Adverse Effects to known historic properties pursuant to 36 CFR § 800.6(a)(3), following the publication of the NEPA Environmental Impact Statement (EIS) and these provisions shall be coordinated through public communication methods in a way that is commensurate with the type and scale of public input being sought pursuant to Stipulations VI(B) and VIII(B);

**WHEREAS**, FTA in coordination with Sound Transit shall continue to consult with DAHP, Consulting Tribes, and other Consulting Parties under the terms of this Agreement until such time as FTA determines that all the activities subject to this Agreement are completed or the Agreement is terminated pursuant to Stipulation XXXII;

**NOW, THEREFORE**, FTA, Sound Transit, and DAHP agree that the Project shall be implemented in accordance with the following stipulations in order to resolve the effects of the Project on historic properties.

## STIPULATIONS

FTA, in coordination with Sound Transit, shall ensure that the following measures are carried out:

### I) Applicability

- A. If Sound Transit applies for additional federal funding or approvals for the Project from a federal agency that is not party to this Agreement, the agency may choose to remain individually responsible for their Project under 36 CFR Part 800. Alternatively, if the Project as described herein remains unchanged, such funding or approving agency may request in writing to FTA and DAHP of their desire to designate FTA as lead federal agency for the Project pursuant to 36 CFR § 800.2(a)(2) and to become a Consulting Party to this Agreement pursuant to Paragraph B of this stipulation.
- B. If during the implementation of this Agreement, FTA identifies other agencies, tribes, individuals, and organizations with a demonstrated interest in the Project due to the nature of their legal or economic relation to the Project or affected properties, or due to their concern with the Project's effects on historic properties, FTA may offer such entities Consulting Party status pursuant to 36 CFR § 800.2(c) and/or invite them to become party to this Agreement, with notification to DAHP, Consulting Tribes, and other Consulting Parties.
  - 1) If FTA invites an entity to become an Invited Signatory, the party may accept this status by agreeing in writing to the terms of this Agreement and so notifying FTA. If the entity agrees to become an Invited Signatory and DAHP,



USACE, the USCG, and Sound Transit, have no objections, FTA shall follow Stipulation XXXI, to amend this Agreement.

- 2) If FTA invites an entity to become a Concurring Party, the entity may accept this status by agreeing in writing to the terms of this Agreement and so notifying FTA. Because Concurring Parties have no responsibility for implementation of this Agreement, FTA may add such parties to the consultation process without formal amendment of this Agreement. FTA shall notify DAHP, Consulting Tribes, and other Consulting Parties of any entities who agree to become a Concurring Party.

- C. The Project may have multiple construction contracts and design and construction of the Project may be divided up geographically and/or by discipline. For purposes of this Agreement these divisions may be considered independently for consultation pursuant to this Agreement. In these instances, the Project status (e.g., design milestone or construction phase) may be considered specific to the contract or element without applying to the entire Project. DAHP, Consulting Tribes, and other Consulting Parties will be notified regarding divisions of Project contracting and design and/or construction status as the Project advances.
- D. For the purposes of this Agreement, the use of the term "construction" includes major Project construction, as well as any advanced construction which may include activities such as demolition activities, earthwork, staging, and construction of Project infrastructure and related improvements.

## **II) Roles and Responsibilities**

### **A. FTA**

As the federal lead agency, the FTA has primary responsibility pursuant to 36 CFR 800.2(a)(2) to ensure that the provisions of this Agreement are carried out. FTA shall coordinate with Sound Transit to carry out the terms of this Agreement. FTA will conduct formal consultation with DAHP, Consulting Tribes, and other Consulting Parties. FTA is responsible for all determinations of eligibility and findings of effect of the Project.

### **B. Sound Transit**

As the Project proponent, and as a condition of award of any FTA funding, Sound Transit, in coordination with FTA, shall be primarily responsible for implementing this Agreement and support FTA in fulfilling its Section 106 consultation requirements. Sound Transit will ensure that all cultural resources related work described in this Agreement is performed by Secretary of the Interior (SOI) qualified individuals pursuant to Stipulation III(B) as appropriate.

### **C. DAHP**

DAHP shall be responsible for participating in consultation as set forth in this Agreement and for reviewing Project documentation within the timeframes established in the Agreement. DAHP shall provide comments on APE amendments, and review and concur as appropriate on all FTA determinations and findings pursuant to processes outlined in 36 CFR Part 800 and below.

## **III) Standards and General Requirements**

- A. All work carried out pursuant to this Agreement shall meet SOI Standards for Archaeology and Historic Preservation (48 FR 44716) and/or the SOI's Standards for the Treatment of Historic Properties (36 CFR Part 68), as applicable (individually or collectively, SOI Standards). Documentation for determinations of eligibility and findings of effect shall meet 36 CFR § 800.11, the SOI Standards, the National Park

- 1 Service's Bulletins, and DAHP survey and reporting guidance, as appropriate.  
2 Documentation of historic properties for the purposes of resolving Adverse Effects  
3 under Stipulation IX, will follow DAHP published documentation standards or other  
4 that is agreed upon in writing by both FTA and DAHP.
- 5 B. FTA shall ensure that all activities conducted pursuant to this Agreement shall be  
6 carried out by, or under the direct supervision of, historic preservation professional(s)  
7 who meet the SOI's Professional Qualification Standards (48 FR 44738-44739) in  
8 the appropriate field(s) for the activity (SOI-Qualified Professionals). Sound Transit  
9 shall ensure that consultants retained for services pursuant to implementation of this  
10 Agreement are SOI-Qualified Professionals, or in the instance of other allied  
11 professions not covered by the SOI's Professional Qualification Standards, they shall  
12 meet other nationally recognized standards or licensure/certification requirements for  
13 the profession, as applicable.
- 14 C. DAHP, Consulting Tribes, and other Consulting Parties shall keep sensitive cultural  
15 resources information confidential to the extent allowed by state (Revised Code of  
16 Washington (RCW) 42.56.300) and federal law (Section 304 of the National Historic  
17 Preservation Act). Sensitive cultural resources information is defined as information  
18 about the location, character, or ownership of a historic property. If it is determined  
19 that disclosure may cause a significant invasion of privacy, risk harm to a historic  
20 property, impede the use of a traditional religious site by practitioners, or contain  
21 archaeological site description or location information, sensitive cultural resources  
22 information shall be excluded from all public documents. Unredacted documents that  
23 contain sensitive cultural resources information shall only be accessed by approved  
24 personnel or SOI-Qualified Professional, as defined the Secretary of Interior's  
25 Professional Qualifications Standards (36 CFR Part 61).
- 26 D. FTA acknowledges that Tribes possess special expertise in assessing the NRHP  
27 eligibility of properties with religious and cultural significance to their Tribe(s). If a  
28 Tribe requests, or if FTA otherwise offers and the Tribe accepts, Concurring Party  
29 status under this Agreement, FTA shall seek input from the Tribe to determine  
30 whether a SOI-Qualified Professional is qualified to assess the potential religious or  
31 cultural significance to the Tribe under NRHP criteria.
- 32 E. FTA, in coordination with Sound Transit, shall ensure that all collections, consisting of  
33 artifacts, samples, notes, maps, photographs, and other materials and documents  
34 associated with archaeological investigations conducted pursuant to this Agreement,  
35 will be curated pursuant to Stipulation XXVII, Collection and Curation, of this  
36 Agreement and as detailed in Attachment C.
- 37 F. FTA and Sound Transit shall transmit all site forms, reports, and other documentation  
38 associated with investigations and findings to DAHP through the Washington  
39 Information System for Architectural and Archaeological Records Data (WISAARD),  
40 unless otherwise noted at the request of the Consulting Tribes or other Consulting  
41 Parties. Further, this Agreement stands in lieu of a Washington State Archaeological  
42 Excavation Permit as per RCW 27.53.
- 43 G. FTA and Sound Transit shall transmit all site forms, reports, and other documentation  
44 associated with investigations and findings resulting from implementation of this  
45 Agreement to the City and/or input into the City's database identified in Stipulation  
46 XXII, as appropriate.
- 47 H. FTA shall honor the request of any federally recognized and Consulting Tribe for  
48 direct government-to-government consultation regarding the Project.
- 49 I. FTA, in coordination with Sound Transit, anticipates continued consultation at regular  
50 intervals (e.g., monthly) with DAHP, Consulting Tribes, and other Consulting Parties

to implement and report on implementation of stipulations of this Agreement. Such consultation meetings may be held, in-person, on-line or in a hybrid format. Such meeting cadence may be adjusted throughout the life of this Agreement. FTA will notify DAHP, Consulting Tribes, and other Consulting Parties of adjustments in meeting cadence via email.

- J. Definitions in 36 CFR § 800.16 will be used for the purposes of this Agreement. Additional terminology is included below:

1) Signatory

In accordance with 36 CFR § 800.6(c)(1), a signatory has the sole authority to execute, amend, or terminate the agreement. The federal agency and the SHPO/THPO are signatories; the ACHP is a signatory as well when it has participated in consultation for the agreement and in all program PAs. Except as described below, their signature is almost always required for the agreement to go into effect. Once all of the signatories have signed the agreement, it is executed and goes into effect. Signatories to this agreement are FTA and DAHP.

2) Invited Signatory

In accordance with 36 CFR § 800.6(c)(2), an invited signatory, upon signing, has the authority to amend and terminate the agreement. The agency official may invite additional parties to sign the agreement, such as an Indian tribe or NHO who attaches religious and cultural significance to historic properties affected by the undertaking (off tribal lands), or any party that assumes a responsibility under the agreement. The refusal of an invited signatory to sign the agreement does not prevent the agreement from being executed; however, an agreement cannot impose a duty or responsibility on a party that has not signed it. When an Indian tribe or NHO is asked to be an invited signatory to an agreement for which the undertaking will not occur on or affect historic properties on tribal lands, the THPO or a representative designated by the tribe or NHO, as the case may be, can sign the agreement on behalf of the tribe or NHO. The ACHP notes and accepts that some tribes may decline to sign agreement documents in principle but may participate in development of the agreement. Such decisions are within the rights of Indian tribes, and the ACHP recommends that agencies understand and accept such decision. Invited Signatories to this agreement are, Sound Transit, and USPS.

3) Concurring Party

In accordance with 36 CFR § 800.6(c)(3), a concurring party is a consulting party invited to concur in the agreement document but who does not have the authority to amend or terminate the agreement. Like an invited signatory's signature, a concurring party signature is not required to execute the agreement; a concurring signature is essentially an endorsement of the agreement. Thus, the refusal to sign by any party asked to concur in the agreement does not prevent the agreement from being executed. Whether any or all other Consulting Parties are invited to concur in an agreement is at the federal agency's sole discretion. Extending the offer to sign an agreement as a concurring party may be an effective way of recognizing the assistance and

support that a party has provided for the actions being evidenced in the agreement and encouraging their ongoing support.

The individual who signs the agreement on behalf of any invited signatory or concurring party should be one with approval authority for any responsibilities or duties assumed under the agreement, or authority to represent the broad interests of their organization, as the case may be. The signature page of the agreement document should identify and differentiate the signatories, invited signatories, and concurring parties. Concurring Parties to this agreement are anticipated to be the Muckleshoot Tribe of Indians, the Suquamish Tribe of Port Madison Reservation and the City of Seattle.

4) Consulting Tribes

Consulting Tribes refers to Tribes included in formal Section 106 consultation and included in development of this agreement. For the Project these Tribes are federally recognized Tribes identified above.

5) Consulting Parties

Consulting Parties in this Agreement refers to additional consulting parties as defined in 36 CFR 800.2(c)(5) "Certain individuals and organizations with a demonstrated interest in the undertaking may participate as consulting parties due to the nature of their legal or economic relation to the undertaking or affected properties, or their concern with the undertaking's effects on historic properties." as well as representatives of local governments as defined in 36 CFR 800.2(c)(3) "A representative of a local government with jurisdiction over the area in which the effects of an undertaking may occur is entitled to participate as a consulting party. Under other provisions of Federal law, the local government may be authorized to act as the agency official for purposes of section 106."

#### IV) Deliverables and Review Procedures

- A. FTA shall provide the DAHP, Consulting Tribes and other Consulting Parties thirty (30) calendar days to comment on all findings, determinations, documents, and deliverables unless otherwise specified.
- B. For all findings, determinations, documents, and deliverables submitted during Project construction and directly related to construction activities, DAHP, Consulting Tribes, and other Consulting Parties shall have five (5) business days to review and provide comments, unless otherwise specified.
- C. If the deliverable is a draft document, any written comments provided within the review and comment period shall be considered in the preparation of the final document. If there are any comments that are not feasible to incorporate into the final document, FTA shall provide an explanation to DAHP, Consulting Tribes, and other Consulting Parties as part of issuing the final document. If no comments on a draft document are provided within the specified review timeframe, FTA, at its discretion, may consider the draft document final with notification to DAHP, Consulting Tribes, and other Consulting Parties.



- D. Should FTA and DAHP be unable to reach agreement on eligibility determinations, findings of effect, or resolution of Adverse Effects, FTA shall consult with DAHP to resolve the disagreement in accordance with Stipulation XXX.
- E. All review timeframes may be extended by mutual consent between FTA and DAHP, with notification to other Consulting Tribes and Consulting Parties. Failure of any Consulting Party to respond within the specified timeframe shall not preclude FTA from proceeding to the next step of any process under this Agreement.

#### **V) Area of Potential Effects**

- A. In accordance with 36 CFR § 800.4(a)(1) and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, FTA has defined the APE for the Project (Attachment A).
- B. Through the Project design process, and as needed during Project construction, FTA in coordination with Sound Transit, shall determine if revisions to the APE are necessary.
  - 1) If FTA, in coordination with Sound Transit, determines that the APE requires revision it shall submit the APE revision along with any supporting documentation to DAHP for review and comment, and to Consulting Tribes and other Consulting Parties (as appropriate) for review, pursuant to Stipulation IV. FTA's determination on the revised APE shall be final.
  - 2) Revisions to the APE do not require a formal amendment to this Agreement. If revised and documented by FTA pursuant to Paragraph B(1) of this stipulation, then the revised APE shall be used through the remainder of the Project unless further revisions to the APE are necessary.
- C. If any new, previously unsurveyed, areas are added to the APE, the procedures in Stipulation VI shall be followed to identify historic properties that may be affected by the Project.

#### **VI) Survey and Evaluation**

- A. Sound Transit in coordination with FTA and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, shall conduct surveys of the APE, including any areas added through revisions under Stipulation V, in order to undertake and complete a reasonable and good faith effort to identify historic properties.
  - 1) Surveys may occur across the Project at different intervals depending on the design and/or construction milestone and may be phased to meet project needs.
  - 2) Sound Transit shall advise FTA if and when additional survey is necessary. In any instance where a property cannot be fully evaluated prior to the initiation of the Project's construction or the resumption of Project activities in the vicinity of the property when identified pursuant to this stipulation, the property may be treated as though it is eligible for inclusion in the NRHP for the purposes of Section 106 review of the Project only. In these instances, and in addition to providing a justification for not performing a full evaluation, FTA shall document the NRHP criterion or criteria, potential area(s) of significance, and boundaries used to assume the property's eligibility so that this information can be used to assess effects of the Project on the historic property pursuant to Stipulation VIII.
  - 3) The survey and evaluation shall be performed by SOI-Qualified professionals appropriate to the resource type(s) being identified and evaluated and shall meet the requirements of Stipulation III.
  - 4) Archaeological surveys will be conducted as described in Stipulation XVI.

- B. Sound Transit shall review the survey results and make NRHP eligibility recommendations to FTA, which shall submit its NRHP eligibility determinations to DAHP, Consulting Tribes, and other Consulting Parties for review and comment pursuant to Stipulation IV. Subject to the confidentiality requirements in Section 304 of the NHPA and 36 CFR § 800.11(c), Sound Transit shall post the survey results on the Project website or other publicly accessible electronic platform as appropriate, in order to obtain public input and shall share any comments received from the public with DAHP, Consulting Tribes, and other Consulting Parties. Such documentation will be redacted to not disclose sensitive archaeological information or Tribal knowledge.
  - 1) If DAHP does not respond during the applicable review period or if DAHP concurs, FTA's eligibility determination shall become final and effects to historic properties shall be assessed pursuant to Stipulation VIII.
  - 2) If FTA and DAHP do not agree on NRHP eligibility of a property, or if FTA and a Tribe that attaches religious and cultural significance to a property do not agree on NRHP eligibility, FTA shall resolve the disagreement pursuant to Stipulation XXX.

## **VII) Project Design Development and Review**

- A. The Project plans (e.g., drawings specifications, special provisions, appendices, etc.), including plans for temporary construction-related work, shall effectively meet the Project purpose and need, while avoiding, minimizing, and/or mitigating Adverse Effects to historic properties. Project plans analyzed for development of this Agreement have been developed to approximately 10% design.
- B. At its own discretion, including in response to the request of a Consulting Party, FTA in coordination with Sound Transit, may convene a meeting(s) or use other appropriate means to obtain Consulting Party input on Project design development and effects of the Project on historic properties. If a meeting is held, FTA or Sound Transit shall distribute materials as appropriate in advance of the meeting. These meeting materials may include but are not limited to, agendas, Project plans, and effects assessments. DAHP, Consulting Tribes, and other Consulting Parties may provide input in writing following the receipt of materials during the specified review time and/or during the meeting, if one is held, or both. FTA in coordination with Sound Transit shall record and consider all Consulting Party input received pursuant to this stipulation as Project plans are further developed.
- C. Sound Transit shall review Project plans at design milestones (e.g., 30, 60, 90, and 100%), or equivalent design stages. Sound Transit shall also review any modifications made to the 100% Plans, whether those changes are made prior to, or during Project construction. If a modification of the 100% plans is within the vicinity of a historic property, Sound Transit shall not allow any destructive activities related to the Project modification to begin until reviews under this stipulation and Stipulation VIII are complete. Any submittals to DAHP, Consulting Tribes, and other Consulting Parties shall follow review times as outlined in Stipulation IV. To facilitate review, submittals may be limited to the portions of the Project plans that illustrate the portion of the Project which would potentially adversely affect the previously identified historic properties in Attachment B.
  - 1) At each stage of the review, Sound Transit shall recommend to FTA whether revisions are necessary to the APE pursuant to Stipulation V.
  - 2) Upon completion of the 30%, 60%, 90%, and 100% plans and in addition to the APE review, pursuant to Paragraph C(1) of this stipulation, Sound Transit shall prepare an assessment of the effects pursuant to Stipulation VIII for submittal along with the appropriate plans to DAHP, Consulting Tribes, and

other Consulting Parties. Based on the nature and scale of the Project changes since the prior design milestone, FTA, at its discretion, may hold a consultation meeting pursuant to Paragraph B of this stipulation. Sound Transit shall assess whether any Project design changes would result in a change to FTA's finding of effect prepared pursuant to Stipulation VIII have been met and whether the plans incorporate previous commitments made to DAHP, Consulting Tribes, and other Consulting Parties, including those made as part of any Mitigation Plan(s) prepared under Stipulation IX.

- a. If the previously made finding of effect remains valid, design-related requirements have been met, and all commitments reached during consultation have been incorporated into Project design, Sound Transit shall notify FTA, who shall notify DAHP, Consulting Tribes, and other Consulting Parties of its findings.
- b. If the previously made finding of effect is no longer valid, design-related requirements have not been met, or if commitments reached during consultation are not incorporated into the Project plans at subsequent stages of design development, FTA shall make a new finding of effect in coordination with Sound Transit pursuant to this stipulation, and proceed to Stipulation IX, if necessary.

#### **VIII) Assessment of Effects on Historic Properties**

A. FTA, in coordination with Sound Transit, shall make a finding of effect for historic properties in the APE based on the Project's 30% plans, or as necessary after the 30% plans have been reviewed, to account for any subsequent changes in the Project design that may result in newly identified historic properties or changes in the finding of effect for a historic property. Sound Transit shall assess effects of the Project on historic properties in accordance with the Criteria of Adverse Effect as described in 36 CFR § 800.5(a)(1) and make a recommendation to FTA, supported by documentation that meets the requirements of Stipulation III(A). Sound Transit shall also recommend to FTA potential measures for avoiding, minimizing, and/or mitigating any Adverse Effect(s).

- 1) As part of the assessment of effects, Sound Transit may recommend, and FTA may impose, conditions on the Project to ensure an Adverse Effect to a historic property is avoided and/or minimized.
  - a. Conditions to protect a historic property during Project construction shall be considered to avoid and/or minimize potential Adverse Effects and follow Stipulation IX.
- 2) When unanticipated effects (e.g., damage) occur to a known or newly identified historic property during Project construction, Sound Transit shall use the following guidance in addition to the Criteria of Adverse Effect when making a recommendation to FTA;
  - a. If the damage does not constitute an Adverse Effect as described in 36 CFR 800.5(a)(1), a No Adverse Effect finding shall be recommended.
  - b. If the damage does constitute an Adverse Effect as described in 36 CFR 800.5(a)(1), is repairable, and the property owner agrees to repairing the damage in accordance with the SOI Standards, the Adverse Effect will be resolved pursuant to Stipulation IX.
  - c. If any of the following are true, an Adverse Effect finding requiring resolution under this stipulation shall be recommended:
    - i. The damage involves a National Historic Landmark;

- ii. The damage cannot be repaired;
- iii. The historic property must be demolished in whole or in part;
- iv. The property owner does not consent to repairing the damage in accordance with the SOI Standards;
- v. Either the Project Construction Contractor or Contractor's insurer resolves the damage claim by monetary payment to the property owner in lieu of a repair; or
- vi. The repairs have the potential to cause additional Adverse Effects.

B. FTA shall review Sound Transit's assessment of effects and recommendations, and if acceptable, submit a finding of effect to DAHP, Consulting Tribes, and other Consulting Parties for review pursuant to Stipulation IV. FTA shall clearly state any condition(s) imposed on the Project as part of the finding. Subject to the confidentiality requirements in 54 USC § 307103 and 36 CFR § 800.11(c), Sound Transit shall post the finding of effect on the Project website, or other means as appropriate, in order to obtain public input and shall share any comments received from the public with DAHP, Consulting Tribes, and other Consulting Parties within the review timeframe.

- 1) If FTA makes a finding of No Adverse Effect and DAHP, Consulting Tribes, and other Consulting Parties agree, no further consultation is required pending implementation of any conditions upon which the finding is based. Implementation of conditions shall be tracked as part of quarterly reporting outlined in Stipulation XXVII.
- 2) FTA, at its discretion and based on the nature and scale of the Adverse Effect, may propose the implementation of one or more mitigation measures, to resolve the Adverse Effect pursuant to this stipulation. When applicable, deliverables required as part of a mitigation package shall be prepared in accordance with the requirements of Stipulation III and shall be submitted and reviewed pursuant to the timeline(s) and process outlined in Stipulation IV.
  - a. If DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) agree to the proposed mitigation measure(s), FTA and Sound Transit shall ensure the mitigation measure(s) are carried out in order to resolve the Adverse Effect(s). Implementation of this mitigation measure(s) shall be tracked as part of regular reporting outlined in Stipulation XXVI.
  - b. If DAHP objects to FTA's finding of effect or Consulting Tribes or if other Consulting Parties do not agree with the finding, they shall provide comments to FTA specifying the reasons for their disagreement. FTA shall consult with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) to resolve the disagreement in accordance with Stipulation XXX.

#### **IX) Consultation to Resolve Adverse Effects**

A. FTA shall consult with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) and the owner of the historic property, if appropriate, to seek and consider other measures to avoid, minimize, and/or mitigate the Adverse Effect. Consultation may take whatever form is appropriate based on the significance, character, and use of the historic property and the nature and scale of the Adverse Effect. The consultation must include an opportunity for the public to express their

views in resolving the Adverse Effect(s). FTA, at its discretion, may determine that public participation under this stipulation is met via public review and comment conducted under the National Environmental Policy Act, as amended, and its implementing regulations.

- 1) If consultation identifies a way to avoid the Adverse Effect(s) entirely through redesign of a Project element or other means, and Sound Transit and FTA agree, Sound Transit shall revise the Project plans and FTA shall reassess effects and modify the finding of effect in accordance with Stipulation VII.
  - 2) If through consultation it is determined the Adverse Effect(s) cannot be avoided entirely, a Mitigation Plan shall be prepared under Paragraph B of this stipulation.
  - 3) Final measures identified to avoid, minimize, and or mitigate Adverse Effects will be documented and made available for review and comment by the public via the project website or other accessible information portal. Such information is subject to the confidentiality requirements in 54 USC § 307103 and 36 CFR § 800.11(c).
- B. FTA, in coordination with Sound Transit, shall develop a Mitigation Plan(s) to document the measures identified through consultation under Paragraph A of this stipulation to resolve the Adverse Effect(s). Mitigation Plan(s) may be prepared for the Project as a whole, for individual construction bid packages, and/or for individual or groups of historic properties, as needed.
- 1) A Mitigation Plan shall outline measures to avoid, minimize, and/or mitigate Adverse Effects to the historic property. These may include, but are not limited to, additional design review pursuant to Stipulation VII or protective measures to avoid or minimize construction and/or operational impacts to historic properties pursuant to Stipulation X. When applicable, deliverables required by a Mitigation Plan shall be prepared in accordance with the requirements of Stipulation III and shall be submitted and reviewed pursuant to the timeline(s) and process outlined in Stipulation IV, or as otherwise specified in the Mitigation Plan.
  - 2) Upon completion of consultation, FTA shall submit a draft and final Mitigation Plan to DAHP, Consulting Tribes, and other Consulting Parties (as appropriate), and the property owner, when applicable, pursuant to Stipulation IV. The Mitigation Plan shall be considered final following agreement in writing by both FTA and DAHP. Development, finalization, and implementation of Mitigation Plan do not require a formal amendment to this Agreement. Implementation of the Mitigation Plan shall be tracked as part of quarterly reporting outlined in Stipulation XXVII.
  - 3) If FTA and DAHP fail to agree on how to resolve the Adverse Effect, FTA shall consult with DAHP to resolve the disagreement in accordance with Stipulation XXX.
  - 4) If required by a Mitigation Plan, construction activities may not begin or resume in the vicinity of the historic property until after completion of the associated field work or implementation of protection measures outlined in the Mitigation Plan.
  - 5) For newly identified Adverse Effects, Sound Transit, in coordination with FTA will populate an Adverse Effect acknowledgement form which will identify the nature of the historic property that is adversely affected, the nature of the Adverse Effect, and a summary of the measure(s) developed to resolve Adverse Effect as outlined in the Mitigation Plan pursuant to Stipulation



IX.B(2). The adverse effect acknowledgement form shall be signed by FTA and DAHP but may be signed by invited signatories, as appropriate.

a. Adverse Effect acknowledgement form will be developed by FTA in coordination with Sound Transit and in consultation with DAHP.

## **X) Construction Protection Plan for Historic Properties**

There are cases where historic properties are located within the APE, but FTA has made a finding of No Adverse Effect (Attachment B). When applicable, the following procedures are set forth to protect such historic properties during construction.

- A. Sound Transit in coordination with FTA, and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, and the property owner, when applicable, shall develop a Construction Protection Plan for Historic Properties (CPPHP) detailing the measures to be implemented prior to and during Project construction to avoid or minimize effects to historic properties. The CPPHP may also include measures to assess effects of operations during systems testing and revenue service as appropriate. The CPPHP shall also identify the entity(ies) responsible for carrying out the measures included in the CPPHP.
  - 1) The CPPHP may be prepared for the Project as a whole, for individual construction bid packages, and/or for individual or groups of historic properties, as needed.
  - 2) Sound Transit shall submit the draft CPPHP(s) to FTA for review and approval. Once FTA's comments are incorporated, FTA shall submit the draft and final CPPHP(s) to DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV. If the CPPHP includes any property-specific protection measures, FTA shall also submit the draft and final CPPHPs to the owner of the historic property pursuant to Stipulation IV. The CPPHP shall be considered final upon acceptance by FTA and shall be distributed to DAHP, Consulting Tribes, other Consulting Parties, and the property owner, when applicable. When necessary, amendments to the CPPHP shall follow the same process as its original development.
- B. Sound Transit shall include the agreed-upon CPPHP in contract packages to inform Project Construction Contractors of their responsibilities relative to historic properties. The CPPHP may be a separate document or combined with other Project construction monitoring plans, as appropriate. Sound Transit shall incorporate the property-specific protection measures into the Project plans, when appropriate, and shall ensure the terms of the CPPHP(s) are implemented.
- C. Depending on the type of historic property, the expected effects, and the conditions or Mitigation Plan(s) as written, Sound Transit may include the following measures in the CPPHP:
  - 1) Construction Protection Measures (CPMs) that detail the specific protection measures and procedures to be implemented during Project construction to protect historic properties.
  - 2) Historic Property Inspections (pre-, during, and post-construction) that provide a baseline of existing structural and physical conditions to facilitate identification and documentation of any structural and/or cosmetic damage caused by Project construction. Inspection reports will be shared with DAHP, Consulting Tribes, and other Consulting Parties. Inspections shall include, but are not limited to, building/structure foundations, exterior and interior

elements, topography, landscaping, and any other historically significant or character-defining features of the property to document any pre-existing defects or other damage. Inspection documentation shall include photographs and narrative to document the observed conditions before and after Project construction, and as needed during Project construction. Depending on the type and nature of the historic property and anticipated effects to it, photographic documentation should include, but is not limited to: ceilings, roofs, exterior and interior walls, windows, masonry, foundations, all sides of the exterior of the building, structure and bridge wingwalls, beams, substructures and superstructures, plumbing, equipment, fences and landscape walls, topography, vegetation, driveways and sidewalks, and any historically significant or character-defining features of the property. Photographs shall be appropriately detailed and in focus, properly composed, and with adequate lighting to clearly show existing conditions such as deterioration and cracking that may be subject to dispute after initiation of Project construction. Every attempt shall be made to take photographs that document overall condition from the same location before, during, and after construction, as appropriate.

- 3) Vibration Management and Remediation Measures (VMRMs) to address ground-borne vibration caused by Project construction when it is projected to have a moderate to severe impact under FTA's noise and vibration impact criteria that may result in an Adverse Effect on a historic property. Methods and durations for vibration management are anticipated to be included in the project construction management plan addressing vibration and may be integrated into the CPPHP, as appropriate.
- 4) Other types of potential measures may include but are not limited to: maintenance of property access and noise minimization and mitigation measures when noise caused by Project construction and/or operations is anticipated to have an Adverse Effect on a historic property. Methods and durations for other types of monitoring and impact management are anticipated to be included in the project construction management plan addressing those potential impacts and may be integrated into the CPPHP, as appropriate.

#### **XI) Unanticipated Effects to Known Historic Properties**

- A. If previously known historic properties are affected in an unanticipated manner during Project construction, all activities shall cease within a restricted zone to avoid and/or minimize harm to the property. The restricted zone will generally be 50 feet or appropriate distance, based on sensitivity of the resource and to be determined in coordination with the appropriate SOI-qualified cultural resources specialist as described in Stipulation VI.A.3. Sound Transit shall include in Project construction contracts a requirement for the Project Construction Contractor to immediately notify Sound Transit of the effect and implement interim measures to protect the property from damage, looting, and vandalism. Measures may include, but are not limited to: protective fencing, covering of the property with appropriate materials, and/or posting of security personnel. The Project Construction Contractor shall not resume work within the restricted zone until notified by Sound Transit. Sound Transit shall immediately notify FTA. FTA shall then notify DAHP, other Consulting Parties, and the property owner within 24 hours. Sound Transit shall ensure a historic property inspection as described in Paragraph C of this stipulation is prepared as soon as practicable to document damage to the historic property.

- B. If reasonably convenient and appropriate, Sound Transit, DAHP, Consulting Tribes, other Consulting Parties (as appropriate) and the property owner, when applicable, shall confer at the site within forty-eight (48) hours of notice of discovery to assess the property, determine the likely Project effects to the property, and to determine the most appropriate course of action to repair any damage, if feasible.
  - 1) The course of action shall specify the type of repair, the review process for the scope of work, and the responsibilities for ensuring repairs are made appropriately, including preparation of a post-construction historic property inspection as described in Paragraph C(2) of this stipulation. The course of action shall also outline where and when it may be safe to resume construction activities within and/or in the vicinity of the historic property. Whenever possible, measures to repair historic properties shall be developed so that they meet the SOI Standards and are carried out under the direct supervision of personnel that meet the requirements described in Stipulation III.
  - 2) Within forty-eight (48) hours of the meeting, Sound Transit shall prepare draft meeting notes documenting the results of the onsite meeting and a draft of the proposed course of action and provide them, and the historic property inspection prepared under Paragraph A of this stipulation, to meeting attendees for review. Attendees of the meeting have forty-eight (48) hours to review draft meeting notes, proposed course of action, and provide comments to Sound Transit. Sound Transit shall finalize the meeting notes and course of action within twenty-four (24) hours after receiving comments and provide them to meeting attendees and FTA.
- C. Once a course of action to repair the damage and further protect the property has been developed and consented to by the Project Construction Contractor and the property owner, FTA in coordination with Sound Transit shall assess effects pursuant to Stipulation VIII. FTA shall review Sound Transit's assessment of effects and recommendations, and if acceptable, submit a finding of effect to DAHP, Consulting Tribes, and other Consulting Parties for review pursuant to Stipulation IV. If necessary, FTA shall resolve any Adverse Effects pursuant to Stipulation IX.

## **XII) Interpretation of Tribally Important Places in the Duwamish River Valley and Surrounding Environs**

- A. Sound Transit, in coordination with FTA and in consultation with DAHP, and Consulting Tribes, will develop and implement an interpretive program that will highlight traditional Coast Salish use of the project vicinity. The subject matter of interpretative program will include precontact use as well as contact-era and modern use to demonstrate the durability of Coast Salish culture and cultural practices including fishing, transportation, settlement, hunting and gathering. The interpretive materials will be developed in consultation with DAHP, Consulting Tribes and other Consulting Parties, as appropriate, and may take the form of a printed materials, story maps, signs or other digital interfaces, but will be focused on providing education to the public in and around station locations, as well as on-board the train, as feasible.
  - 1) Sound Transit will prepare a written plan for the interpretive program, which will include a timeline for implementation of its components and a description of proposed content.
  - 2) The content of the interpretive materials will be structured to appeal to the general public and to be useful for educational purposes (e.g., it may include interactive components and activities suitable for K-12 students and

educators). By means of keyword indexing, solicited links from other sites, and similar techniques, Sound Transit will work to ensure that this material is readily found by educators and students using search engines.

- 3) Hosting and maintenance of digital components will be determined through on-going consultation pursuant to Stipulation IV of this Agreement.
- 4) The plan for the interpretive program will be made available for review and comment by the public via the project website or other accessible information portal.
- 5) The plan for the interpretive program shall be prepared in accordance with the requirements of Stipulation III.
- 6) A draft of the plan for the interpretive program will be developed for review by DAHP, Consulting Tribes, and other Consulting Parties within 18 months of the execution of this Agreement pursuant to Stipulation IV.
- 7) Up to 2 (two) drafts of the Interpretation Plan are anticipated and will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.
- 8) The plan for the interpretive program will be completed within one year of the initial draft completion.

#### B. Plan Implementation

- 1) Within six (6) months of finalization of the plan for the interpretive program, Sound Transit in coordination with FTA will develop a scope of work and Request for Proposals to solicit a consultant to implement the plan.
- 2) With the exception of any specific interpretation measures identified to be executed post-construction in accordance with the plan for the interpretive program, interpretative measures will be completed and implemented prior to official opening of the WSLE.
- 3) Sound Transit will utilize public outreach resources as practical to advertise and promote the interpretative measures to educators, researchers, and the public.
- 4) Up to 2 (two) drafts of the deliverables developed per this plan will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.

### **XIII) Native Plantings and Plant Salvage**

A. Sound Transit in coordination with FTA, and in consultation with DAHP and Consulting Tribes will identify areas within the APE that require vegetation removal and revegetation/restoration. These areas will be identified through design review and project updates pursuant to Stipulations VII and XXVII. The Consulting Tribes will provide a list of native species of interest to Sound Transit for consideration and incorporation into the Project planting plan, as practicable. This stipulation will be considered complete after Sound Transit completes the plantings and provides the Consulting Tribes and DAHP an accounting of the finished plantings.

- 1) Prior to clearing and grading, Consulting Tribes may provide a list of plants of interest which may be salvaged by individual Tribes. If these plants are known within the APE and salvage is practical, Sound Transit, in coordination with FTA, DAHP and Consulting Tribes will, as practical, provide access for Tribal representatives to salvage appropriate plants.
- 2) Sound Transit and its construction contractor will develop a list of locations within the APE where restoration and landscaping activities will occur. These areas will be shared with Consulting Tribes and DAHP.

- 3) Consulting Tribes in coordination with Sound Transit and FTA, will develop a list of plants that are desirable for restoration and landscaping. These plants are anticipated to be primarily native to the Puget Sound region.
- 4) Sound Transit will, as practical, incorporate plants on the list developed by Tribes into the restoration and landscaping designs. Landscaping designs will be reviewed by Consulting Tribes and DAHP pursuant to Stipulation IV.

#### **XIV) Ethnographic Collections**

- A. Sound Transit, in coordination with FTA and in consultation with DAHP and Consulting Tribes will develop a plan for assessing and addressing each of the Consulting Tribes' needs for research and documentation of their own existing ethnographic collections. Each Consulting Tribe will develop a list of needs, which may be kept confidential, but will be used to identify the need for support. Needs may include but are not limited to: dictation or translation of recorded interviews, inventory of existing collections, conduct research and interview Tribal members with specialized knowledge of the APE.
- B. A requesting Tribe shall submit a brief scope of work and funding request to FTA and Sound Transit within a period of three years following execution of this agreement. FTA will review the scope of work and funding agreement between Sound Transit and the requesting Tribe to ensure the proposed funded activities meet the requirements of Stipulation XIV.A.
- C. Any deliverable or product generated under this funding agreement will remain the sole property of the requesting Tribe and may be kept confidential in accordance with Federal (Section 304 of the National Historic Preservation Act) and State (Revised Code of Washington (RCW) 42.56.300) laws and regulations as appropriate.

#### **XV) Traditional Transportation Gathering**

- A. Traditionally Coast Salish peoples relied on canoes for transportation. Modern activities associated with canoes and canoe racing have helped to ally Coast Salish peoples. Sound Transit, in coordination with FTA and in consultation with DAHP and Consulting Tribes will develop a plan to financially support annual traditional canoe races for a period of up to five (5) years with one race event supported annually. Sound Transit will assist in initial plan development but logistics and annual coordination will be the responsibilities of the Consulting Tribes. The location, timing, and duration of this event may change annually or may be consistent for the five years.
  - 1) The Canoe Race Plan will include a timeline for implementation of its components.
  - 2) Hosting and logistics for the plan will be determined through on-going consultation pursuant to Stipulation IV of this Agreement. This consultation will establish which Tribe(s) host and plan the event which may alternate among Tribes.
  - 3) Support identified here may be used for established canoe race events or used to establish new canoe race events.
  - 4) Because the plan may include sensitive cultural information (e.g., ceremonial components of events), circulation of the plan will be limited to Sound Transit, FTA, Consulting Tribes and DAHP (as appropriate).
  - 5) A draft of the Plan will be developed by Sound Transit for review by FTA, DAHP, and Consulting Tribes, within 18 months of the execution of this Agreement pursuant to Stipulation IV.



- 6) Up to 2 (two) drafts of the Plan are anticipated and will be reviewed by FTA, Sound Transit, DAHP and Consulting Tribes, pursuant to Stipulation IV.
- 7) The Final Canoe Race Plan will be completed within one year of the initial draft completion.

**B. Plan Implementation**

- 1) Within six (6) months of finalization of the Plan, Sound Transit in coordination with FTA will develop a scope of work and Request for Proposals to solicit a consultant to implement the plan.
- 2) Sound Transit will provide financial assistance for developing public outreach materials to promote and advertise the event to the public, as appropriate.
- 3) Up to 2 (two) drafts of the deliverables developed per this plan will be reviewed by FTA, DAHP, and Consulting Tribes, pursuant to Stipulation IV.
- 4) Funding for planning and support of the annual Canoe Race will be determined through consultation with Consulting Tribes, in accordance with Stipulation IV(A). FTA will review the scope of work and funding agreement between Sound Transit and Consulting Tribes to ensure the proposed funded activities meet the requirements of Stipulation XV.A and B.
- 5) Sound Transit shall not retain any responsibility, financial or otherwise, to support annual traditional canoe races beyond a period of five years after the Final Canoe Race plan has been implemented

**XVI) Identification and Evaluation of Archaeological Properties**

Inventory and evaluation of potential archaeological resources have not been completed for all areas of the Project where ground disturbance may occur. Some areas of expected ground disturbance are on property where access could not be secured prior to acquisition of the property. Some areas of expected ground disturbance are beneath existing infrastructure (buildings, utilities, and other obstructions) that cannot feasibly be removed until construction. Finally, it is possible that design changes could result in additional areas of ground disturbance. The plans described below will be prepared in Consultation with DAHP, Consulting Tribes, and Consulting parties, as appropriate.

**A. An Archaeological Treatment Plan (Treatment Plan) and Archaeological Monitoring Plan (Monitoring Plan) together detail processes for the following:**

- 1) Archaeological investigations to occur prior to and during construction;
- 2) Archeological monitoring of construction activities; and
- 3) Procedures for addressing inadvertent discoveries of archaeological resources as well as human remains.

**B. The Treatment Plan:**

- 1) Identifies ground disturbing project elements, describing both vertical and horizontal extent of ground disturbance including a discussion of the nature of spoils produced, as appropriate;
- 2) Provides detail regarding known subsurface geologic conditions including detailed consideration of geoarchaeology based on existing data;
- 3) Identifies specific areas of elevated archaeological probability within the APE;
- 4) Identifies specific ground disturbing elements of the Project within each of the areas of elevated probability;
- 5) Makes recommendations for archaeological investigations based on archaeological sensitivity and anticipated ground disturbance;
- 6) Describes a process for developing and implementing specific work plans for each archaeological investigation and/or archaeologically sensitive area;

- 7) Describes a process for NRHP evaluation of newly identified archaeological resources in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate);
- 8) Describes a process for assessing effects to newly identified NRHP-eligible archaeological resources in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate); and
- 9) Identifies laboratory and curation procedures for archaeological resources.

**XVII) Consultation to Avoid, Minimize, or Mitigate Adverse Effects on Archaeological Resources**

- A. FTA in coordination with Sound Transit and in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) will apply the criteria of Adverse Effect (36 CFR § 800.5(a)(1)) to NRHP-eligible archaeological properties within the APE pursuant to Stipulation VIII, and document its findings pursuant to Stipulation IV.
- B. If FTA determines that the Project will have an Adverse Effect on any NRHP-eligible archaeological resources, FTA, in coordination with Sound Transit, will consult with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) to explore measures to avoid, minimize, or mitigate Adverse Effects pursuant to Stipulation IX. FTA, in coordination with Sound Transit, will ensure the implementation of any modifications or conditions to avoid or minimize Adverse Effects agreed upon through consultation.
- C. If Adverse Effects cannot be avoided, mitigation measures will be developed in consultation among FTA, Sound Transit, DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) pursuant to Stipulation IX. Mitigation measures may include but are not limited to data recovery, development of interpretive materials including art, and educational information. A Mitigation Plan will be developed to outline agreed upon mitigation pursuant to Stipulation IX(B). Plans may include treatment measures for one or more than one resource and will be subject to review pursuant to Stipulation IV.
- D. FTA and Sound Transit will continue to consult with Consulting Tribes to address potential effects to Tribally known resources where impacts may not be observable.

**XVIII) Public Interpretation of the Transportation, Social, Economic, and Cultural History of the Duwamish River/Waterway Corridor in the Duwamish Segment Area**

Sound Transit, in coordination with FTA and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, will develop and implement a plan for an interpretive tool that will highlight transportation, social, economic, and cultural history in and around the Project vicinity. The final format of the interpretive tool will be developed in consultation with DAHP, Consulting Tribes and other Consulting Parties and may take the form of printed material, story map or other digital interface, and will be focused on providing education to the public regarding past uses and the unique development history in the vicinity of the project. Interpretive materials will highlight the contributions that historically marginalized communities have made to the project vicinity over time as well as how development impacted those communities and their ways of life.

**A. Interpretation Plan Development**

Sound Transit, in coordination with FTA and in consultation with DAHP, Consulting Tribes, and other Consulting Parties, will develop an interpretation plan ("Interpretation Plan") to interpret and present the history of the Duwamish watershed in the vicinity of the Project for the public. In addition to generating new information, the Interpretation Plan will build upon the use of information already gathered during

recent infrastructure projects within the Puget Sound area to maximize recent interpretative efforts and time commitment from DAHP, Consulting Tribes, and other Consulting Parties. The Interpretation Plan will develop multiple ways to encounter and interact with historical information regarding the area(s) within, affected by, and developed due to the Duwamish River/Waterway corridor. Specific goals of and milestones for the Interpretation Plan development are outlined below and will be implemented by Sound Transit in coordination with FTA and in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate):

- 1) The Interpretation Plan will include a timeline for implementation of its components.
- 2) The content of the interpretive materials will be structured to appeal to the general public and to be useful for educational purposes (e.g., it may include interactive components and activities suitable for K-12 students and educators). By means of keyword indexing, solicited links from other sites, and similar techniques, Sound Transit will ensure that this material is readily found by educators and students using search engines.
- 3) Hosting and maintenance of digital components will be determined through on-going consultation pursuant to Stipulation IV of this Agreement.
- 4) The interpretation plan will be made available for review and comment by the public via the project website or other accessible information portal.
- 5) The Interpretation plan shall be prepared in accordance with the requirements of Stipulation III.
- 6) A draft of the interpretation plan will be developed for review by DAHP, Consulting Tribes, and other Consulting Parties within 18 months of the execution of this Agreement pursuant to Stipulation IV.
- 7) Up to 2 (two) drafts of the Interpretation Plan are anticipated and will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.
- 8) The Final Interpretation plan will be completed within one year of the initial draft completion.

#### B. Plan Implementation

- 1) Within six (6) months of finalization of the Interpretation Plan, Sound Transit in coordination with FTA will develop a scope of work and Request for Proposals to solicit a consultant to implement the plan.
- 2) With the exception of interpretation measures identified to be executed post-construction in accordance with the Interpretation Plan, interpretative measures will be completed and implemented prior to official opening of the WSLE.
- 3) Sound Transit will utilize public outreach resources as practicable to advertise and promote the interpretative measures to educators, researchers, and the public.
- 4) Up to 2 (two) drafts of the deliverables developed per this plan will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.
- 5) Deliverables developed from plan implementation will be input in the appropriate database pursuant to Stipulation III.F and III.G

## **XIX) Historic Context Study of the Industrial Development of West Seattle and the Duwamish Waterway vicinity**

- A. Sound Transit will develop a historical context of the Industrial Development of West Seattle and the Duwamish Waterway vicinity. The context will include historical background on the development of industry in the West Seattle and Duwamish Waterway including information from the 19<sup>th</sup> and 20<sup>th</sup> centuries and how this industry contributed to local, national, and international events with special emphasis on the project vicinity. Additionally, this context will include a discussion of previously identified and evaluated industrial properties in the area and recommendations for future evaluations of these properties.
- B. This context study will be developed by an SOI-qualified architectural historian in accordance with the National Park Service (NPS) 2009 White Paper on Historic Contexts, National Register Bulletin 16b and other best practices on historic context studies.
- C. Sound Transit will develop a draft historical context and submit it to DAHP, Consulting Tribes, and other Consulting Parties for review within one year of execution of this Agreement execution. That draft will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.
- D. Up to 2 (two) drafts of the context are anticipated and will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.
- E. The final context document will be completed within one year of the initial draft completion.
- F. Disposition of final document will be determined in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).
- G. Deliverables developed from plan implementation will be input in the appropriate database pursuant to Stipulation III.F and III.G

## **XX) Mitigation for All Demolished Resources**

- A. Sound Transit anticipates demolition of the buildings identified in this stipulation. The timing and specific duration of demolition activities will be determined after execution of this Agreement but will be identified and communicated to DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation VII. Sound Transit will implement specific mitigation measures identified in Paragraphs B and C of this stipulation for each building that will be demolished:
  - 1) Alaskan Copper Company, 2958 6th Avenue South
    - a. Employment Office (WISAARD Property ID 342997)
    - b. Auto Repair Garage (WISAARD Property ID 721997)
  - 2) Graybar Electric Company, 1919 6<sup>th</sup> Avenue South (WISAARD Property ID 720609)
  - 3) Pacific Forge Company/Bethlehem Steel Nut and Bolt Factory Historic District, 3800 West Marginal Way Southwest
    - a. Office (WISAARD Property ID 721620)
    - b. Forge Building (WISAARD Property ID 721624)
    - c. North Warehouse (WISAARD Property ID 721625)
    - d. South Warehouse (WISAARD Property ID 721628)
    - e. East Warehouse (WISAARD Property ID 721629)
  - 4) Spokane Street Manufacturing Historic District

- a. Acme Tool Works at 3626 East Marginal Way South<sup>1</sup> (WISAARD Property ID 720511)
  - b. Edwards Ice Machine Co./Eagle Metals Co. at 3628 East Marginal Way South (WISAARD Property ID 342293)
  - c. Simmons Company Metal Beds, Springs & Mattress Warehouse at 99 South Spokane Street (WISAARD Property ID 344500)
  - d. Lindmark Machine Works at 3626 East Marginal Way South (WISAARD Property ID 720513)
  - e. Air Reduction Company at 3623 East Marginal Way South (WISAARD Property ID 38527)
  - f. Air Reduction Company Carbide Storage Building at 3621 East Marginal Way South (WISAARD Property ID 720564)
  - g. Air Reduction Company Auto Repair Garage at 3621 East Marginal Way South (WISAARD Property ID 720563)
  - h. Light Industrial Building at 3633 East Marginal Way South (WISAARD Property ID 720542)
- B. Sound Transit will prepare DAHP Level II Documentation for each historic structure to be demolished as listed above under Stipulation XX.A. At a minimum this documentation will include historical background information, drawings, maps, photographs, and other information as outlined by DAHP's Mitigation Documentation Standards document. This documentation will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties (as appropriate), pursuant to Stipulation IV. This documentation will be offered to state and/or federal repositories for their archives. This information will also be available for public access via the project website or other accessible information portal.
- C. Prior to and during the demolition phase(s) of the Project, Sound Transit, to the extent practicable, will work with individuals or entities interested in salvaging raw materials from historic properties being demolished. It is anticipated that Sound Transit will coordinate with Seattle Department of Construction and Inspection for salvage assessments during permitting. Additionally, FTA and Sound Transit, in consultation with DAHP, Consulting Tribes, and other Consulting Parties, will assess the feasibility of this throughout the design phase of the Project pursuant to Stipulation VII.

## **XXI) Mitigation for Adverse Effects to Cettolin House, 4022 32nd Avenue Southwest (WISAARD ID 721984)**

- A. Sound Transit will develop a historic context focusing on migration to West Seattle and the contributions of immigrant communities to the area during the first half of the twentieth century, the period when the Cettolin family moved to the region and contributed to the industry in region. Additionally, this context will include, but is not limited to a discussion of previously identified and evaluated properties associated with these communities in West Seattle, extant residences, commercial and industrial business where they worked, recommendations for future local and national heritage register evaluations of properties they are associated with and criteria for evaluating those properties.
  - 1) Sound Transit will develop a draft historical context and submit it to DAHP, Consulting Tribes, and other Consulting Parties for review within one year of

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<sup>1</sup> Also individually eligible for listing in the NRHP



- 1 execution of this Agreement. That draft will be reviewed by DAHP, Consulting  
 2 Tribes, and other Consulting Parties pursuant to Stipulation IV.
- 3 2) Up to 2 (two) drafts of the context are anticipated and will be reviewed by  
 4 DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation  
 5 IV.
- 6 3) The final context document will be completed within one year of the initial  
 7 draft completion.
- 8 4) Disposition of the final document will be determined in consultation with  
 9 DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).
- 10 B. Sound Transit in coordination with FTA and in consultation with DAHP, Consulting  
 11 Tribes, and other Consulting Parties (as appropriate) will develop landscape design  
 12 plans to address concerns regarding effects to setting in the immediate vicinity of the  
 13 Cettolin House. Such plans may include specific treatments to noise mitigation walls,  
 14 plantings, grading, etc. These plans will be reviewed pursuant to Stipulation VII.  
 15 Efforts will be made to reduce visual and auditory impacts to the Cettolin House  
 16 when the project is in revenue service. Additional measures to address visual,  
 17 auditory, and vibration impacts are addressed in Stipulation XXIV.
- 18 C. A specific CPPHP (Stipulation X) will be developed for the Cettolin House to ensure  
 19 no additional Adverse Effects are incurred by the resource. The Cettolin House will  
 20 be subject to pre- and post-construction conditions assessment, as well as vibration  
 21 and noise monitoring during construction. Noise, vibration, and other monitoring is  
 22 also anticipated to occur during system testing and revenue service but will not  
 23 exceed durations of revenue service monitoring identified in the appropriate  
 24 construction management plan as identified in Stipulation XXIV. The Cettolin House  
 25 CPPHP may also include measures to assess effects of operations during system  
 26 testing and revenue service as appropriate. Acceptable thresholds of noise and  
 27 vibration will be identified in the appropriate construction management plans  
 28 (Stipulation XXIV). If additional effects are incurred, they will be assessed pursuant  
 29 to Stipulation VIII and resolved pursuant to Stipulation IX.

## 30 **XXII) Historic Database Infrastructure Support**

- 31 A. Sound Transit shall provide monetary assistance in an amount not to exceed a total  
 32 of \$500,000.00 between DAHP and the City of Seattle to enhance the functionality of  
 33 their historic resources database(s). Increased functionality and interoperability  
 34 between their respective databases will be a public benefit and benefit to Sound  
 35 Transit because it will facilitate decreased review times and increased transparency  
 36 in Project review and permitting. DAHP or the City of Seattle, as appropriate, shall  
 37 provide the applications' beta version to Sound Transit, and FTA prior to deployment  
 38 of the system in order to assess functionality and provide transparency prior to the  
 39 systems' use.
- 40 B. Sound Transit will transfer the funds to DAHP and the City of Seattle to administer,  
 41 as appropriate. Sound Transit's responsibility under this stipulation will be completed  
 42 once the funding has been transferred and FTA receives confirmation from the DAHP  
 43 or the City of Seattle, as appropriate.
- 44 C. DAHP and the City of Seattle will receive and administer the mitigation funds. DAHP  
 45 and the City of Seattle will keep an account of all costs associated with the mitigation  
 46 funding account, including associated overhead/administrative costs. Mitigation  
 47 funds shall be transferred from Sound Transit to DAHP and the City of Seattle  
 48 immediately after an agreement authorizing the transfer of funds is approved by  
 49 Sound Transit.

- 1 D. At least once a year, until implementation of this stipulation is complete, from the  
2 date of the execution of this Agreement, DAHP and the City of Seattle will email an  
3 annual accounting of funds using their respective accounting procedures to Sound  
4 Transit and FTA.  
5 E. DAHP and the City of Seattle, as appropriate, will provide a final report on the  
6 project, and an account of the funding, to the Signatories by either the closing date of  
7 the Agreement or at the completion of funding expenditures.

### 8 **XXIII) Historic Utilities**

9 Sound Transit will conduct survey and inventory work to identify extant subsurface  
10 historic utilities within the APE that may be encountered during ground disturbing  
11 activities related to project construction but not specifically those which may be  
12 encountered during design development activities (e.g., "potholing for utilities"). These  
13 historic utilities will be evaluated for NRHP eligibility pursuant to Stipulation VI and  
14 effects to those utilities, if any, will be assessed pursuant to Stipulation VIII and resolved  
15 pursuant to Stipulation IX. This work may be conducted in stages following design  
16 milestones (e.g., 30%, 60%, 90%, 100%). Historic utilities still in use will be documented  
17 on historic property inventory forms consistent with DAHP guidance. Abandoned or  
18 remnant utilities, no longer in use, will be documented as an archaeological resource  
19 and evaluated pursuant to Stipulation VI of this agreement and if they are NRHP eligible  
20 consultation to assess and resolve Adverse Effects will follow procedures outlined in  
21 Stipulations VIII and IX respectively.

### 22 **XXIV) Construction Management Plans**

- 23 A. Potential Construction Management Plans requiring Consulting Party review may  
24 include but are not limited to: haul routes, construction staging, noise, lighting and  
25 glare, vibration, installation of landscaping, natural and/or cultural resources  
26 mitigation where Adverse Effects to historic properties are possible. As design on the  
27 project advances, potential effects to historic properties will be regularly assessed  
28 pursuant to Stipulation VII. As such, the design and construction contractors are  
29 anticipated to develop control plans for these effects. FTA and Sound Transit will  
30 share these plans with DAHP, Consulting Tribes, and other Consulting Parties.  
31 These plans will be reviewed pursuant to IV. Anticipated plans include:  
32 1) Hauling plan(s)  
33 2) Construction staging  
34 3) Noise  
35 4) Lighting and glare  
36 5) Vibration monitoring  
37 6) Landscaping  
38 7) Natural resource mitigation plans

### 39 **XXV) Inadvertent Discoveries**

- 40 A. Should human remains, funerary objects, sacred objects, or objects of cultural  
41 patrimony be discovered at any time prior to or during construction, all ground  
42 disturbing activities within at least 50 feet of the discovery location will cease  
43 immediately. Sound Transit and its respective contractors shall follow the procedures  
44 in the Inadvertent Discovery Plan identified in Stipulation XVI.A.3  
45 B. Should archaeological resources be discovered during construction activities, all  
46 ground disturbing work within at least 50 feet of the discovery location will cease and

Sound Transit and its respective contractors will follow procedures in the in the Inadvertent Discovery Plan identified in Stipulation XVI.A.3..

### **XXVI) Cultural Resources Orientation**

- A. Prior to construction, Sound Transit shall conduct cultural resources orientation to ensure that all construction-related commitments in this Agreement are properly tracked and executed. This orientation will be directed towards Sound Transit contractors and subcontractors assigned to the Project and responsible for overseeing construction. In addition, Sound Transit shall conduct mandatory orientation for the on-site construction managers, supervisors, inspectors, field crews, and archaeological and Tribal monitors, for purposes of awareness and sensitivity to archaeological resources and other cultural resources in the APE.
- B. The purpose of the orientation will be to inform construction management, supervisors, inspectors, and field crews of their role and responsibility to report suspected archaeological resources or human remains encountered during construction activities, and the procedures that must be followed to ensure against further disturbance until the discovery is resolved. The orientation will be based on the process outlined in the Archaeological Monitoring, Identification and Treatment Plan (Attachment C) which includes an inadvertent discovery plan.
- C. Sound Transit SOI-Qualified persons shall develop the specific content, format, and outcomes of the orientation in consultation with FTA and DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).
- D. The first draft of the orientation program will be developed no later than 120 days after the execution of this Agreement.
- E. Up to 2 (two) drafts of the orientation program will be developed and reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.

### **XXVII) Reviewing and Reporting of Agreement Implementation**

- A. Every three (3) months following the execution of this Agreement and until it expires or is terminated, Sound Transit shall provide FTA, DAHP, Consulting Tribes, and other Consulting Parties a summary report detailing work undertaken pursuant to its terms. Subject to the confidentiality requirements in 54 USC § 307103 and 36 CFR § 800.11(c), each report shall include an itemized listing of all measures required to implement the terms of this Agreement. Each report shall also include a timetable of activities proposed for implementation within the following reporting period and, as applicable, notices of the initiation of construction for individual construction bid packages.
- B. DAHP, Consulting Tribes, and other Consulting Parties shall review the reports pursuant to the timelines established in Stipulation IV. Sound Transit shall notify the public via the Project website or other publicly accessible format, as appropriate, about the publication of the quarterly reports and that the reports are available for inspection and review upon request. Sound Transit shall share any comments received from the public with DAHP, Consulting Tribes, and other Consulting Parties.
- C. At its own discretion, or at the request of any Signatory, FTA shall convene a meeting to facilitate review and comment on the reports, and to resolve any questions about their content and/or to resolve objections or concerns.
- D. FTA in coordination with Sound Transit will hold annual project meetings with DAHP staff including the State Historic Preservation Officer to share information on the project. Attendees may include technical staff and leadership at FTA, Sound Transit, DAHP, as well as Consulting Tribes and Consulting Parties.

## **XXVIII) Collection and Curation**

If archaeological resources are collected, and FTA and Sound Transit, in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate), determines them to be significant and worthy of preservation, and DAHP agrees, any costs associated with the collection, preparation and curation of artifacts shall be the responsibility of Sound Transit. Sound Transit will ensure that collections are accessioned at a facility meeting the requirements of 36 CFR 79, Curation of Federally Owned or Administered Archaeological Collections, unless otherwise indicated by state or local law. Sound Transit and FTA will consult with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) on facilities for curation. Per Revised Code of Washington (RCW) 27.53, artifacts recovered from private property are the property of the landowner. Disposition of such artifacts recovered during the project will be determined by FTA in consultation with the landowner. Additional information on curation is included in the Treatment Plan (Attachment C).

## **XXIX) Duration**

- A. This Agreement shall remain in effect from the date of execution for a period not to exceed ten (10) years. If FTA anticipates that the terms of this Agreement shall not be completed within this timeframe, it shall notify DAHP, Consulting Tribes, and other Consulting Parties in writing at least sixty (60) calendar days prior to this Agreement's expiration date. This Agreement may be extended by the written concurrence of the Signatories.
- B. FTA shall ensure the Agreement is extended if all the stipulations have not been completed. If this Agreement expires and FTA elects to continue with the Project, FTA shall reinitiate Section 106 consultation in accordance with 36 CFR Part 800.
- C. If, prior to the expiration date, FTA determines all the activities subject to this Agreement are completed, including but not limited to implementation of any mitigation measures, then FTA may terminate this Agreement pursuant to Stipulation XXXII.

## **XXX) Dispute Resolution**

- A. Should any Signatory object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, FTA shall consult with such party to resolve the objection for a period not to exceed fifteen (15) calendar days. This resolution timeframe may be extended by mutual consent between FTA and the Consulting Party, with notification to the DAHP, Consulting Tribes, and other Consulting Parties.
- B. If FTA and DAHP do not agree on the NRHP eligibility of a property, or if FTA and a Tribe that attaches religious and cultural significance to a historic property do not agree on a property's NRHP eligibility, FTA shall submit documentation to the Keeper of the NRHP and request a formal determination of eligibility pursuant to 36 CFR Part 63 and 36 CFR § 800.4(c)(2). The Keeper's eligibility determination shall be considered final.
- C. If FTA and DAHP, Consulting Tribes, or other Consulting Parties do not agree on findings of effect or resolutions of Adverse Effects, FTA shall forward all documentation relevant to the dispute, including FTA's proposed resolution, to DAHP, Consulting Tribes, and other Consulting Parties and the ACHP.
  - 1) The ACHP shall provide FTA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FTA shall prepare a written response that

1 takes into account any timely advice or comments regarding the dispute from  
2 the ACHP and DAHP, Consulting Tribes, and other Consulting Parties and  
3 provide them with a copy of this written response. FTA shall then proceed  
4 according to its final decision.

- 5 2) If the ACHP does not provide its advice regarding the dispute within thirty (30)  
6 days, FTA may make a final decision on the dispute and proceed accordingly.  
7 Prior to reaching such a final decision, FTA shall prepare a written response  
8 that takes into account any timely comments regarding the dispute from  
9 DAHP, Consulting Tribes, and other Consulting Parties and provide them and  
10 the ACHP with a copy of such written response.

11 D. FTA's responsibility to carry out all other actions subject to the terms of this  
12 Agreement that are not the subject of the dispute shall remain unchanged.

- 13 E. If a member of the public raises an objection in writing pertaining to implementation  
14 of this Agreement, FTA shall notify all parties to this Agreement in writing of the  
15 objection. Unless otherwise agreed upon, DAHP, Consulting Tribes, and other  
16 Consulting Parties have fifteen (15) calendar days to review and provide written  
17 comments on the objection to DAHP, Consulting Tribes, and other Consulting  
18 Parties. FTA shall consider the objection and take all comments from all parties into  
19 consideration in reaching its decision on the objection. Within fifteen (15) calendar  
20 days following closure of the comment period, FTA shall render a decision regarding  
21 the objection, respond to the objecting party, and proceed according to its decision.  
22 FTA's decision regarding resolution of the objection shall be final.

### 23 **XXXI) Amendments**

24 This Agreement may be amended when such an amendment is agreed to in writing by  
25 all Signatories and Invited Signatories. The amendment shall be effective on the date of  
26 the final signature by the Signatories and Invited Signatories. Copies of any  
27 amendments shall be provided to Consulting Tribes and other Consulting Parties and the  
28 ACHP.

### 29 **XXXII) Termination**

- 30 A. If all terms of this Agreement have been completed prior to the expiration date, FTA  
31 may terminate the Agreement with notification to Signatories, Invited Signatories, and  
32 Concurring Parties that the terms of the Agreement have been completed. If any  
33 Signatory or Invited Signatory feels Agreement termination is premature, or that the  
34 terms of the Agreement have not been met, they shall respond within the timeframes  
35 outlined in Stipulation IV.
- 36 B. Any Signatory or Invited Signatory may terminate this Agreement by providing at  
37 least thirty (30) calendar days notice to Consulting Tribes and other Consulting  
38 Parties. FTA shall consult with the Signatories and Invited Signatories during the  
39 thirty (30) calendar day notice period in an attempt to seek agreement on  
40 amendments or other actions that would avoid termination.

### 41 **XXXIII) Execution**

- 42 A. This Agreement may be executed in counterparts, with a separate page for each  
43 Signatory, Invited Signatory, and Concurring Party. This Agreement shall become  
44 effective on the date of the final signature by the Signatories and Invited Signatories.  
45 The refusal of any party invited to concur with this Agreement does not invalidate this  
46 Agreement. FTA shall ensure each Consulting Party is provided with a fully executed  
47 copy of this Agreement and that the final Agreement, updates to appendices, and  
48 any amendments are filed with the ACHP.



1 B. Execution of this Agreement by FTA and DAHP, and implementation of its terms is  
2 evidence that FTA has taken into account the effects of its Project on historic  
3 properties and has afforded the ACHP opportunity to comment pursuant to Section  
4 106 of the National Historic Preservation Act.

5  
6 **XXXIV) Coordination with Other Federal Reviews**

7 In the event that another federal agency not initially a party to or subject to this PA  
8 receives an application for funding/license/permit associated with the Project as  
9 described in this PA, that agency may fulfill its Section 106 responsibilities by stating in  
10 writing it concurs with the terms of this PA and notifying the FTA, SHPO, and the Council  
11 that it intends to do so. The FTA will confirm in writing that the FTA accepts Lead Agency  
12 status for Section 106. Such agreement shall be evidenced by implementation of the  
13 terms of this PA and attachments.

## Signature Page

**PROGRAMMATIC AGREEMENT AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC  
PRESERVATION, AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY  
IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR  
THE WEST SEATTLE LINK EXTENSION PROJECT  
SEATTLE, KING COUNTY, WASHINGTON**

Signatory

Federal Transit Administration, Region 10

Signed by:  
By: Susan Fletcher  
F6BB9953F95147F...

Date: 1/16/2025

Susan Fletcher (Regional Administrator)

## Signature Page

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IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR  
THE WEST SEATTLE LINK EXTENSION PROJECT  
SEATTLE, KING COUNTY, WASHINGTON**

Signatory

Department of Archaeology and Historic Preservation

Signed by:  
By: Dr Allyson Brooks  
FF699BFCFDE1425...

Date: 2/25/2025

Allyson Brooks, PhD (State Historic Preservation Officer)

**Signature Page**

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IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR  
THE WEST SEATTLE LINK EXTENSION PROJECT  
SEATTLE, KING COUNTY, WASHINGTON**

Concurring Party

Muckleshoot Tribe of Indians

By: \_\_\_\_\_



Honorable Jaison Elkins (Chairman)

Date: \_\_\_\_\_

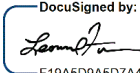
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## Signature Page

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IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR  
THE WEST SEATTLE LINK EXTENSION PROJECT  
SEATTLE, KING COUNTY, WASHINGTON**

Concurring Party

Suquamish Indian Tribe of the Port Madison Reservation

By:  F19A5D9A5D7A4A4...

02/26/2025

Date: \_\_\_\_\_

Honorable Leonard Forsman (Chairman)




## Signature Page

**PROGRAMMATIC AGREEMENT AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC  
PRESERVATION, AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY  
IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR  
THE WEST SEATTLE LINK EXTENSION PROJECT  
SEATTLE, KING COUNTY, WASHINGTON**

Concurring Party

City of Seattle

Signed by:  
By:   
E5677233D3F743B...

Date: 1/21/2025

Sarah Sodt (Historic Preservation Officer)

## Signature Page

**PROGRAMMATIC AGREEMENT AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC  
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IMPLEMENTING SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT FOR  
THE WEST SEATTLE LINK EXTENSION PROJECT  
SEATTLE, KING COUNTY, WASHINGTON**

Invited Signatory

Central Puget Sound Regional Transit Authority

Signed by:  
By: Goran Sparrman  
BAA3630C92D2418...

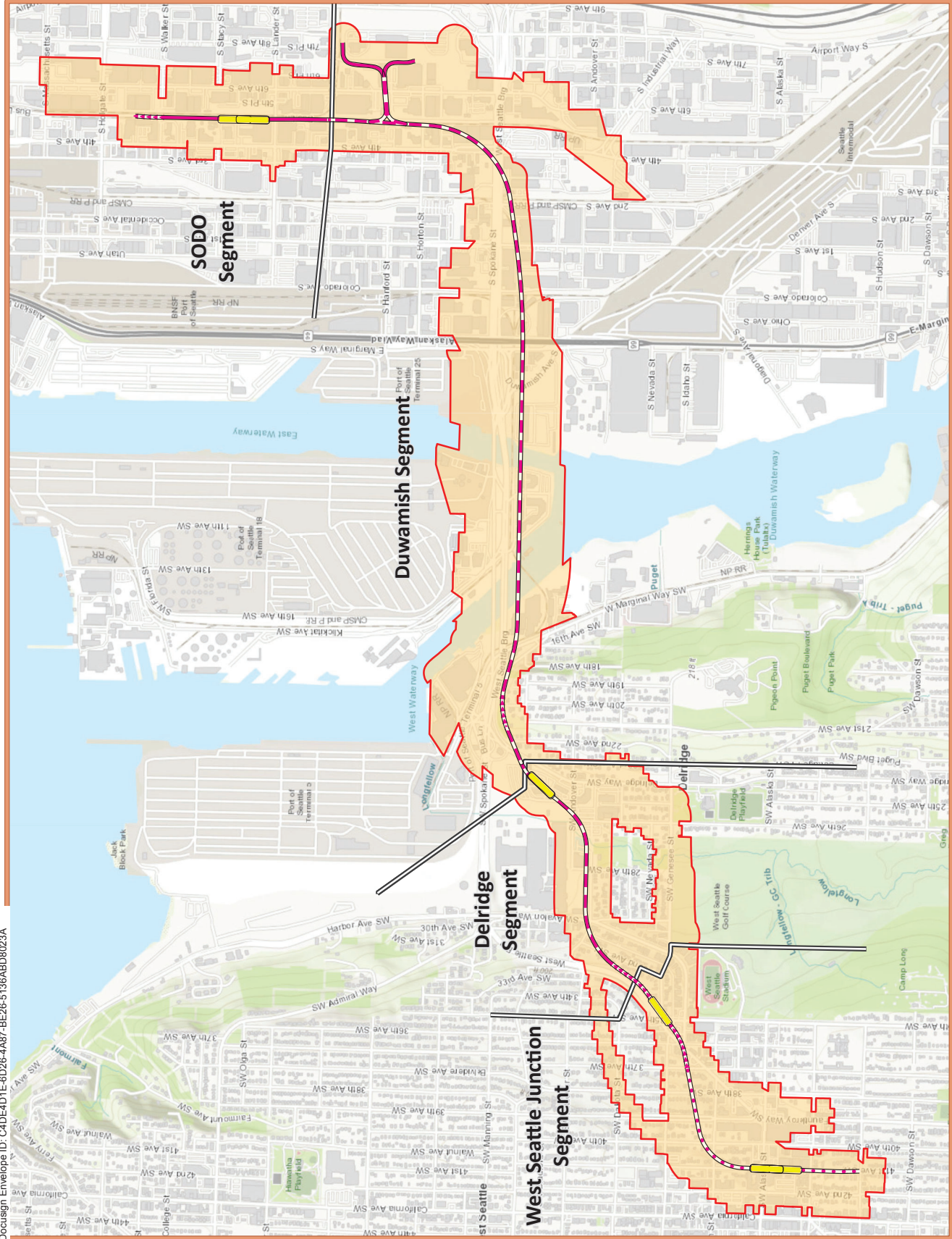
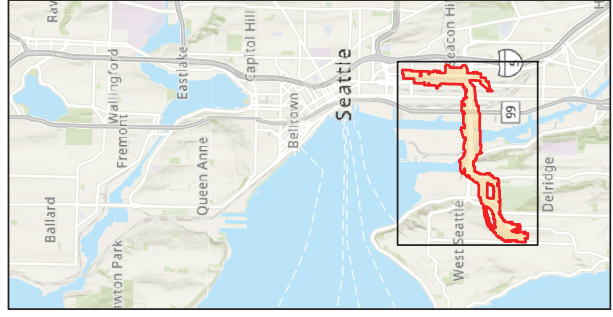
Date: 1/17/2025

Goran Sparrman (Chief Executive Officer)

## **Attachment A: Area of Potential Effects**

Area of Potential Effects (APE) for  
Sound Transit West Seattle Link  
Extension  
(July 2024)

- Station
- APE
- Segment Line
- Alternatives
  - Preferred Alternative
- Alternative Profile
  - Elevated
  - At-Grade
  - Tunnel
  - Retained Cut



## **Attachment B: NRHP Eligible and Adversely Affected Known Historic Properties**



Segment	WISAARD Number	Property Name	Address	Date Built	Effect
SODO	342325	Lincoln Moving & Storage, Alaska Orient Van Lines Building	1924 4th Avenue South	1966	Not Adversely Affected
SODO	720609	Graybar Electric Company Building	1919 6th Avenue South	1960	<b>Adversely Affected</b>
SODO	720594	Platt Electric Supply Co.	2757 6th Avenue South	1970	Not Adversely Affected
SODO	342236	Holgate Terminals Incorporated	1762 6th Avenue South	1960	Not Adversely Affected
SODO	343198	Mill & Mine Supply Co. Building and Warehouse	625 South Lander Street	1953	Not Adversely Affected
SODO	721855	Northwest Wire Works	2752 6th Avenue South	1947	Not Adversely Affected
SODO	728870	Denny's	2742 4th Avenue South	1968	Not Adversely Affected
Duwamish	Multiple	Spokane Street Manufacturing Historic District	Multiple	1908-1968	<b>Adversely Affected</b>
Duwamish	342274	Seattle Pacific Sales Company Warehouse	3800 1st Avenue South	1968	Not Adversely Affected
Duwamish	45159	Link-Belt Company Property	3405 6th Avenue South	1946	Not Adversely Affected
Duwamish	718431	Viking Automatic Sprinkler Company	3434 1st Avenue South	1964	Not Adversely Affected
Duwamish	720509	Transportation Equipment Rentals Office Building	3443 1st Avenue South	1968	Not Adversely Affected
Duwamish	720510	Transportation Equipment Rentals Maintenance Warehouse	3443 1st Avenue South	1968	Not Adversely Affected
Duwamish	720511	Acme Tool Works	3626 East Marginal Way South	1941	<b>Adversely Affected</b>
Duwamish	721620, 721624, 721625, 721628, 721629	Pacific Forge Company/ Bethlehem Steel Nut and Bolt Factory Historic District	3800 West Marginal Way Southwest	1917 to 1968	<b>Adversely Affected</b>
Duwamish	45086	Fire Station 14	3224 4th Avenue South	1922	Not Adversely Affected
Duwamish	45085	Pacific Hoist and Warehouse Company	3200 4th Avenue South	1931	Not Adversely Affected
Duwamish	342730	Langendorf United Bakeries	2901 6th Avenue South	1952	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
Duwamish	720593	Langendorf United Bakeries Repair Garage	2901 6th Avenue South	1955	Not Adversely Affected
Duwamish	38533	A.M. Castle and Company	3640-60 East Marginal Way South	1945	<b>Adversely Affected</b>
Duwamish	38532	Alaskan Copper Works/Eagle Brass Foundry Company	3600 East Marginal Way South	1918	Not Adversely Affected
Duwamish	342160	Pacific Reefer Fisheries	3480 West Marginal Way Southwest	1964	Not Adversely Affected
Duwamish	48502	Alaskan Copper and Brass Company	3223 6th Avenue South	1953	Not Adversely Affected
Duwamish	294616	Single-Family Residence	3842 23rd Avenue Southwest	1914	Not Adversely Affected
Duwamish	722008	NW Motor Parts Corporation Building	2930 6th Avenue South	1951	Not Adversely Affected
Duwamish	721857	M.J.B Coffee Company Warehouse	2940 6th Avenue South	1954	Not Adversely Affected
Duwamish	342997	Alaskan Copper Company Employment Office	2958 6th Avenue South	1941	<b>Adversely Affected</b>
Duwamish	721997	Auto Repair Garage	2958 6th Avenue South	1948	<b>Adversely Affected</b>
Duwamish	340010	Los Angeles-Seattle Motor Express Company	3200 6th Avenue South	1945	Not Adversely Affected
Duwamish	342709	Scientific Supplies Company	600 South Spokane Street	1954	Not Adversely Affected
Duwamish	86871	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Office/ Administrative Building	450 South Spokane Street	1931	Not Adversely Affected
Duwamish	722096	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Maintenance Building	450 South Spokane Street	1931	Not Adversely Affected
Duwamish	722098	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Storage Building	450 South Spokane Street	1931	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
Duwamish	722100	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Car/Paint Building	450 South Spokane Street	1931	Not Adversely Affected
Duwamish	722101	Department of Highways District No. 1 Headquarters/ Maintenance Facility – Maintenance/Garage Building	450 South Spokane Street	1959	Not Adversely Affected
Duwamish	342259	Riches & Adams Co./Seattle Opportunities Industrialization Center, Inc.	3627 1st Avenue South	1954	Not Adversely Affected
Duwamish	344061	General Construction Company Office	3840 West Marginal Way Southwest	1931	Not Adversely Affected
Duwamish	725824	Air Mac, Inc.	3838 4th Avenue South	1953	Not Adversely Affected
Duwamish	725825	Warehouse and Office Building	3623 6th Avenue South	1961	Not Adversely Affected
Duwamish	45089	Seattle City Light South Receiving Substation	3839 4th Avenue South	1938	Not Adversely Affected
Duwamish	725921	Seattle City Light South Receiving Substation Switchyard	3839 4th Avenue South	1924	Not Adversely Affected
Duwamish	730783	Seattle City Light Warehouse and Office Building	3613 4th Avenue South	1965	Not Adversely Affected
Duwamish	730784	Seattle City Light South Rectifier Substation	3613 4th Avenue South	1952	Not Adversely Affected
Duwamish	44440	Northern Pacific Railway Bridge Over the West Waterway	South of Spokane Street, near Klickitat Way Southwest	1911	Not Adversely Affected
Duwamish	730874	Spokane Street East and West Towers, Harbor Island-Delridge-West Seattle 230-kilovolt Transmission Line	West Marginal Way Southwest and Spokane Street Southwest	1922	Not Adversely Affected
Duwamish	45KI52	Archaeological Site 45KI52	West of West Duwamish Waterway	n/a	Adversely Affected
Delridge	717063	West Seattle Golf Course	4600 35th Avenue Southwest	1936	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
Delridge	344641	Bethlehem Pacific Coast Steel Company Office Building	4045 Delridge Way Southwest	1960	Not Adversely Affected
Delridge	721070	Residence	4030 Delridge Way Southwest	1906	Not Adversely Affected
Delridge	38466	Seattle Steel Company/ Bethlehem Pacific Coast Steel Corporation	2424 Southwest Andover Street	1966	Not Adversely Affected
Delridge	47869	Mrachke & Son	3860 – 3864 Delridge Way Southwest	1930	Not Adversely Affected
Delridge	376099	Single-Family Craftsman Residence	4108 25th Avenue Southwest	1907	Not Adversely Affected
Delridge	721178	Single-Family Residence	4139 25th Avenue Southwest	1909	Not Adversely Affected
Delridge	418305	Contemporary Ranch House	4150 32nd Avenue Southwest	1959	Not Adversely Affected
Delridge	335189	Kirlow Four-Plex	3074 Southwest Avalon Way	1967	Not Adversely Affected
Delridge	287692	Residence	4017 23rd Avenue Southwest	1907	Not Adversely Affected
Delridge	300990	Residence	4044 32nd Avenue Southwest	1925	Not Adversely Affected
Delridge	721984	Cettolin House	4022 32nd Avenue Southwest	1928	<b>Adversely Affected</b>
Delridge	730028	Single-Family Residence	4019 Fauntleroy Way Southwest	1931	Not Adversely Affected
Delridge	730040	Single-Family Residence	4032 35th Avenue Southwest	1932	Not Adversely Affected
West Seattle Junction	719318	Limcrest Apartments	3600 Southwest Genesee Street	1956	Not Adversely Affected
West Seattle Junction	720871	Carlsen & Winquist Auto	4480 Fauntleroy Way Southwest	1946	Not Adversely Affected
West Seattle Junction	720875	West Seattle Brake Service	4464 37th Avenue Southwest	1948	Not Adversely Affected
West Seattle Junction	720988	Jim's Shell Service	4457 Fauntleroy Way Southwest	1965	Not Adversely Affected

Segment	WISAARD Number	Property Name	Address	Date Built	Effect
West Seattle Junction	420560	Residence	4407 38th Avenue Southwest	1924	Not Adversely Affected
West Seattle Junction	721552	Campbell Building	4554 California Avenue Southwest	1918	Not Adversely Affected
West Seattle Junction	721486	Alaska House	4545 42nd Avenue Southwest	1979	Not Adversely Affected
West Seattle Junction	343799	Wardrobe Cleaners	4500 Fauntleroy Way Southwest	1949	Not Adversely Affected
West Seattle Junction	365276	Craftsman Bungalow	4015 Southwest Hudson Street	1906	Not Adversely Affected
West Seattle Junction	442141	Contemporary Ranch House	3221 Southwest Genesee Street	1959	Not Adversely Affected
West Seattle Junction	338613	Golden Tee Apartments	3201 Southwest Avalon Way	1967	Not Adversely Affected
West Seattle Junction	303008	Single-Family Residence	4157 38th Avenue Southwest	1956	Not Adversely Affected
West Seattle Junction	338612	Golden Tee Apartments	3211 Southwest Avalon Way	1967	Not Adversely Affected
West Seattle Junction	679043	Bartell Drugs	4548 California Avenue Southwest	1929	Not Adversely Affected
West Seattle Junction	334059	Chinook Apartments	4431 37th Avenue Southwest	1959	Not Adversely Affected
West Seattle Junction	365104	Residence	4446 40th Avenue Southwest	1908	Not Adversely Affected
West Seattle Junction	343495	West Seattle Bowl	4505 39th Avenue Southwest	1948	Not Adversely Affected
West Seattle Junction	343979	Venable and Wing Law Office	4826 California Avenue Southwest	1963	Not Adversely Affected
West Seattle Junction	721512	Residence	5011 41st Avenue Southwest	1925	Not Adversely Affected
West Seattle Junction	278849	Residence	4115 Southwest Hudson Street	1913	Not Adversely Affected
West Seattle Junction	654505	Residence	4426 38th Avenue Southwest	1932	Not Adversely Affected



Segment	WISAARD Number	Property Name	Address	Date Built	Effect
West Seattle Junction	721838	J.C. Penney/Russell Building	4520 California Avenue Southwest	1926	Not Adversely Affected
West Seattle Junction	721839	Marier Foto Studio	4528 California Avenue Southwest	1928	Not Adversely Affected
West Seattle Junction	722760	Single-Family Residence	4714 38th Avenue Southwest	1939	Not Adversely Affected
West Seattle Junction	722762	Single-Family Residence	4755 38th Avenue Southwest	1957	Not Adversely Affected
West Seattle Junction	723076	Apartment Complex	4821 Fauntleroy Way Southwest	1957	Not Adversely Affected
West Seattle Junction	723077	Apartment Complex	4821 Fauntleroy Way Southwest	1957	Not Adversely Affected
West Seattle Junction	729979	Single Family Residence	4039 36th Avenue Southwest	1953	Not Adversely Affected
West Seattle Junction	729980	Single Family Residence	4045 36th Avenue Southwest	1948	Not Adversely Affected
West Seattle Junction	730016	Single Family Residence	4109 38th Avenue Southwest	1919	Not Adversely Affected
West Seattle Junction	730017	Single Family Residence	4111 38th Avenue Southwest	1919	Not Adversely Affected
Multiple	708606	Seattle and Walla Walla Railroad/Puget Sound Shore Railroad Company/Seattle, Lake Shore and Eastern Railroad/Northern Pacific Railway Black River Junction to the Lake Washington Ship Canal	Railroad Right of Way from Black River Junction near Renton to Lake Washington Ship Canal in Interbay	1883	Not Adversely Affected



## Certificate Of Completion

Envelope Id: C4DE4D1E-6D26-4A87-BE26-5136ABD8023A

Status: Sent

Subject: West Seattle Link Extension Section 106 Programmatic Agreement – for signature

Source Envelope:

Document Pages: 45

Signatures: 4

Envelope Originator:

Certificate Pages: 3

Initials: 0

Dominique Jones

AutoNav: Enabled

401 S Jackson St

Envelopeld Stamping: Enabled

Seattle, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Dominique.Jones@soundtransit.org

IP Address: 64.207.219.137

## Record Tracking

Status: Original

Holder: Dominique Jones

Location: DocuSign

1/9/2025 10:43:28 AM

Dominique.Jones@soundtransit.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Sound Transit

Location: Docusign

## Signer Events

Susan Fletcher

susan.fletcher@dot.gov

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

*Susan Fletcher*

F6BB9953F95147F...

Signature Adoption: Pre-selected Style

Using IP Address: 152.119.2.211

## Timestamp

Sent: 1/9/2025 11:02:45 AM

Resent: 1/15/2025 1:37:10 PM

Resent: 1/16/2025 4:26:45 PM

Viewed: 1/16/2025 6:46:22 PM

Signed: 1/16/2025 6:47:24 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Goran Sparrman

Goran.Sparrman@soundtransit.org

Interim CEO

Security Level: Email, Account Authentication (None)

Signed by:

*Goran Sparrman*

BAA3630C92D2418...

Signature Adoption: Pre-selected Style

Using IP Address: 199.191.49.17

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Viewed: 1/17/2025 2:14:55 PM

Signed: 1/17/2025 2:15:10 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Sarah Sodt

Sarah.Sodt@seattle.gov

Security Level: Email, Account Authentication (None)

Signed by:

*Sarah Sodt*

E5677233D3F743B...

Signature Adoption: Uploaded Signature Image

Using IP Address: 156.74.250.11

Sent: 1/17/2025 2:15:14 PM

Viewed: 1/21/2025 9:33:15 AM

Signed: 1/21/2025 10:16:40 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dr Allyson Brooks

Allyson.Brooks@dahp.wa.gov

Executive Director

DAHPP

Security Level: Email, Account Authentication (None)

Signed by:

*Dr Allyson Brooks*

FF699DFCFDE1425...

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.7.167

Sent: 1/22/2025 10:25:10 AM

Resent: 2/10/2025 1:23:03 PM

Resent: 2/25/2025 11:39:39 AM

Viewed: 2/25/2025 11:40:31 AM

Signed: 2/25/2025 11:41:23 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Chair Leonard Forsman lforsman@suquamish.nsn.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 2/25/2025 11:41:29 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Todd Tillinger Todd.Tillinger@dot.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/16/2025 6:47:26 PM Viewed: 1/17/2025 7:45:48 AM
Jamie Acton Jamie.Acton@dot.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/16/2025 6:47:27 PM
Alex Stevenson Alex.Stevenson@soundtransit.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/17/2025 2:15:12 PM Viewed: 1/17/2025 2:23:47 PM
Jason Hampton Jason.Hampton@soundtransit.org HCT Development Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/17/2025 2:15:13 PM Viewed: 1/17/2025 3:09:08 PM
Amy Chasanov Amy.Chasanov@seattle.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/21/2025 10:16:42 AM Viewed: 1/21/2025 10:46:25 AM
Dennis Wardlaw dennis.wardlaw@dahp.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/25/2025 11:41:26 AM

Carbon Copy Events	Status	Timestamp
Maureen Elenga Maureen.Elenga@dahp.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 2/25/2025 11:41:27 AM Viewed: 2/25/2025 3:46:02 PM
Stephanie Trudel strudel@suquamish.nsn.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kendra Martinez kmartinez@suquamish.nsn.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	1/22/2025 10:25:09 AM
Envelope Updated	Security Checked	1/22/2025 10:25:09 AM
Envelope Updated	Security Checked	1/22/2025 10:25:09 AM
Envelope Updated	Security Checked	1/22/2025 10:25:09 AM
Envelope Updated	Security Checked	1/22/2025 10:25:09 AM
Envelope Updated	Security Checked	1/22/2025 10:25:09 AM

Payment Events	Status	Timestamps
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