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						Opportunities to consult per the 2025 Section 106 Programmatic Agreement	
Source	Complete?	Programmatic Agreement (PA) Commitment (I)	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
Applicability							
II.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 approval 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.					
II.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.					
II.B.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 USDOC, and Sound Transit, have no objections, FTA shall follow Stipulation XXXI, to amend this Agreement.					
II.B.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 the Agreement. FTA shall notify DAHP, Consulting Tribes, and other Consulting Parties of any entities who agree to become a Concurring Party.					
II.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.					
II.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.					
Roles and Responsibilities							
II.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.					
II.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.					
II.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 500 and below.					
Standards and General Requirements							
III.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 48), 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 Service's Bulletins, and DAHP survey and reporting guidance, as appropriate. Documentation of historic properties for the purposes of resolving Adverse Effects under Stipulation IX, will follow DAHP published documentation standards or other that is agreed upon in writing by both FTA and DAHP.					
III.B		FTA shall ensure that all activities conducted pursuant to this Agreement shall be carried out by, or under the direct supervision of, historic preservation professional(s) who meet the SOI's Professional Qualification Standards (48 FR 44734-44739) in the appropriate field(s) for the analysis (SOI-Qualified Professionals). Sound Transit shall ensure that consultants retained for services pursuant to implementation of this Agreement are SOI-Qualified Professionals, or in the instance of other allied professions not covered by the SOI's Professional Qualification Standards, they shall meet other nationally recognized standards or licensure/certification requirements for the profession, as applicable.					
III.C		DAHP, Consulting Tribes, and other Consulting Parties shall keep sensitive cultural resources information confidential to the extent allowed by state (Revised Code of Washington (RCW) 42.5B.300) and federal law (Section 304 of the National Historic Preservation Act). Sensitive cultural resources information is defined as information about the location, character, or ownership of a historic property. If it is determined that disclosure may cause a significant invasion of privacy, risk harm to a historic property, impede the use of a traditional religious site by practitioners, or contain archaeological site description or location information, sensitive cultural resources information shall be excluded from all public documents. Unredacted documents that contain sensitive cultural resources information shall only be accessed by approved personnel or SOI-Qualified Professional, as defined the Secretary of Interior's Professional Qualifications Standards (36 CFR Part 61).					
III.D		FTA acknowledges that Tribes possess special expertise in assessing the NHRP eligibility of properties with religious and cultural significance to their Tribe(s). If a Tribe requests, or if FTA otherwise offers and the Tribe accepts, Concurring Party status under this Agreement, FTA shall seek input from the Tribe to determine whether a SOI-Qualified Professional is qualified to assess the potential religious or cultural significance to the Tribe under NHRP criteria.					
III.E		FTA, in coordination with Sound Transit, shall ensure that all collections, consisting of artifacts, samples, notes, maps, photographs, and other materials and documents associated with archaeological investigations conducted pursuant to this Agreement, will be curated pursuant to Stipulation XXVII, Collection and Curation, of this Agreement and as detailed in Attachment C.					
III.F		FTA and Sound Transit shall transmit all site forms, reports, and other documentation associated with investigations and findings to DAHP through the Washington Information System for Architectural and Archaeological Records Data (WISAARD), unless otherwise noted at the request of the Consulting Tribes or other Consulting Parties. Further, this Agreement stands in lieu of a Washington State Archaeological Excavation Permit as per RCW 27.53.					
III.G		FTA and Sound Transit shall transmit all site forms, reports, and other documentation associated with investigations and findings resulting from implementation of this Agreement to the City and/or input into the City's database identified in Stipulation XXII, as appropriate.					
III.H		FTA shall honor the request of any federally recognized and Consulting Tribe for direct government-to-government consultation regarding the Project.					
III.I		FTA, in coordination with Sound Transit, anticipates continued consultation at regular 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.					
III.J		Definitions in 36 CFR § 800.16 will be used for the purposes of this Agreement. Additional terminology is included below: Signatory, Invited Signatory, Concurring Party, Consulting Tribes, Consulting Parties					
Deliverables and Review Procedures							
IV.A		FTA shall provide the DAHP, Consulting Tribes and other Consulting Parties <b>thirty (30) calendar days to comment on all findings, determinations, documents, and deliverables</b> unless otherwise specified.					
IV.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 <b>five (5) business days to review and provide comments</b> , unless otherwise specified.					
IV.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.					
IV.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.					
IV.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.					
Area of Potential Effects							
V.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).					
V.B.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.					
V.B.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.					
V.C		If any new, previously unreviewed, 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.					
Survey and Evaluation							
VI.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.					
VI.A.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.					
VI.A.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 NHRP 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 NHRP 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.					
VI.A.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.					
VI.A.4		Archaeological surveys will be conducted as described in Stipulation XVI.					
VI.B		Sound Transit shall review the survey results and make NHRP eligibility recommendations to FTA, which shall submit its NHRP 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.					
VI.B.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.					
VI.B.2		If FTA and DAHP do not agree on NHRP eligibility of a property, or if FTA and a Tribe that attaches religious and cultural significance to a property do not agree on NHRP eligibility, FTA shall resolve the disagreement pursuant to Stipulation XXX.					
Project Design Development and Review							
VI.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.					
VI.B		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. This may include preparation and predistribution of meeting materials such as (but not limited to) agendas, Project plans, and effects assessments. 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.					
VI.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.					
VI.C.1		At each stage of the review, Sound Transit shall recommend to FTA whether revisions are necessary to the APE pursuant to Stipulation V.					
VI.C.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 VII for submission 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 VII 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 Plans prepared under Stipulation IX. If the previous finding remains valid, Sound Transit shall notify FTA, who shall notify DAHP, Consulting Tribes, and other Consulting Parties of its findings. If the previously made finding of effect is no longer valid, FTA shall make a new finding of effect in coordination with Sound Transit pursuant to this stipulation.					
VI.C.2.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.					
VI.C.2.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.					
Assessment of Effects on Historic Properties							



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	Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
10	VIII.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. Sound Transit shall also recommend to FTA potential measures for avoiding, minimizing, and/or mitigating any Adverse Effect(s).					
62	VIII.A.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.					
63	VIII.A.1.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.					
64	VIII.A.2		When unanticipated damage occurs to a known or newly identified historic property during Project construction, Sound Transit will conduct damage review and coordination, and prepare inadvertent damage memorandums if adverse effects to historic properties do occur.	As needed				
65	VIII.A.2.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.					
66	VIII.A.2.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.					
67	VIII.A.2.c.i-vi		If any of the following are true, an Adverse Effect finding requiring resolution under this stipulation shall be recommended: i. damage involves an NHL; ii. damage cannot be repaired; iii. Historic property must be demolished in whole or in part; iv. property owner does not consent to repairing damage following SOI standards; v. either project construction contractor or contractor's insurer resolves damage claim by monetary payment to property owner in lieu of repair; or vi. repairs have potential to cause additional Adverse Effects.					
68	VIII.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. 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. If FTA makes a finding of Adverse Effect, 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. Implementation of mitigation measures will be tracked as part of regular reporting and FTA will consult with Tribes and Consulting Parties on any disagreements.					
69	VIII.B.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.					
70	VIII.B.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.					
71	VIII.B.2.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.					
72	VIII.B.2.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.					
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74	IX.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).	Consultation to Resolve Adverse Effects				
75	IX.A.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.					
76	IX.A.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.					
77	IX.A.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).					
78	IX.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.					
79	IX.B.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.					
80	IX.B.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.					
81	IX.B.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.					
82	IX.B.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.					
83	IX.B.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.					
84	IX.B.5.a		Adverse Effect acknowledgement form will be developed by FTA in coordination with Sound Transit and in consultation with DAHP.					
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86	X.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.	Construction Protection Plan for Historic Properties				
87	X.A.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.	tbid				
88	X.A.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.					
89	X.B		Sound Transit shall include the agreed-upon CPPHP in contract packages to inform Project Construction Contractors of their responsibilities relative to historic properties. Sound Transit shall incorporate the property-specific protection measures into the Project plans.					
90	X.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: Construction Protection Measures (CPMs), Historic Property Inspections (pre-, during, and post-construction), Vibration Management and Remediation Measures (VMRMs), and 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.					
91	X.C.1		Construction Protection Measures (CPMs) that detail the specific protection measures and procedures to be implemented during Project construction to protect historic properties.					
92	X.C.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.	Pre-, during, and post-construction				
93	X.C.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.					
94	X.C.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.					
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96	XI.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. 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. 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.	Unanticipated Effects to Known Historic Properties				
97	XI.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. 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.	Within 24 hours of discovery				
98	XI.B.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.	Within 48 hours of notice of discovery				
99	XI.B.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.	Within 48 hours of meeting				
100	XI.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 and if acceptable, submit a finding of effect to DAHP, Consulting Tribes, and other Consulting Parties for review. If necessary, FTA will resolve new adverse effects.					
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102	XII.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 interpretive program will include precontact use as well as contact-era and modern use to demonstrate the 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.	Interpretation of Tribally Important Places in the Duwamish River Valley and Surrounding Environs				
103	XII.A.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.					
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	Source	Complete?	Programmatic Agreement (PA) Commitment ( )	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
10	XIX.E		The final context document will be <b>completed within one year of the initial draft completion.</b>	Within 1 year of Initial Draft completion				
170	XIX.F		Disposition of final document will be determined in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).					
171	XIX.G		Deliverables developed from plan implementation will be input in the appropriate database pursuant to Stipulation III.F and III.G					
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	XX.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 (see PA for full list of 16 buildings to be demo'd)					
174	XX.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.					
175	XX.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.					
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	XXI.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 these properties.					
178	XXI.A.1		Sound Transit will develop a draft historical context and submit it to DAHP, Consulting Tribes, and other Consulting Parties for <b>review within one year of execution of this Agreement.</b> That draft will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.	Within 1 year of PA Execution	DAHP, Consulting Tribes, and Consulting Parties approved the outline developed for this historic context. Sound Transit is collaborating with local historians and preservation organizations and is making progress on the research and writing of this context.  In progress - Draft 1 due to DAHP, Consulting Tribes, Consulting Parties for review by February 11, 2026.			
179	XXI.A.2		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.					
180	XXI.A.3		The final context document will be <b>completed within one year of the initial draft completion.</b>	Within 1 year of Initial Draft completion				
181	XXI.A.4		Disposition of the final document will be determined in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).					
182	XXI.B		Sound Transit in coordination with FTA and in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate) will develop landscape design plans to address concerns regarding effects to setting in the immediate vicinity of the Cettolin House. Such plans may include specific treatments to noise mitigation walls, plantings, grading, etc. These plans will be reviewed pursuant to Stipulation VII. Efforts will be made to reduce visual and auditory impacts to the Cettolin House when the project is in revenue service. Additional measures to address visual, auditory, and vibration impacts are addressed in Stipulation XXIV.					
183	XXI.C		A specific CPPHP (Stipulation X) will be developed for the Cettolin House to ensure no additional Adverse Effects are incurred by the resource. The Cettolin House will be subject to pre- and post-construction conditions assessment, as well as vibration and noise monitoring during construction. Noise, vibration, and other monitoring is also anticipated to occur during system testing and revenue service but will not exceed durations of revenue service monitoring identified in the appropriate construction management plan as identified in Stipulation XXIV. The Cettolin House CPPHP may also include measures to assess effects of operations during system testing and revenue service as appropriate. Acceptable thresholds of noise and vibration will be identified in the appropriate construction management plans (Stipulation XXIV). If additional effects are incurred, they will be assessed pursuant to Stipulation VII and resolved pursuant to Stipulation IX.					
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	XXII.A		Sound Transit shall provide monetary assistance in an amount not to exceed a total of \$500,000.00 between DAHP and the City of Seattle to enhance the functionality of their historic resources (databases). Increased functionality and interoperability between their respective databases will be a public benefit and benefit to Sound Transit because it will facilitate decreased review times and increased transparency in Project review and permitting. DAHP or the City of Seattle, as appropriate, shall provide the applications' beta version to Sound Transit, and FTA prior to deployment of the system in order to assess functionality and provide transparency prior to the systems' use.			Sound Transit is currently developing a task order for the distribution of funds.		
186	XXII.B		Sound Transit will transfer the funds to DAHP and the City of Seattle to administer, as appropriate. Sound Transit's responsibility under this stipulation will be completed once the funding has been transferred and FTA receives confirmation from the DAHP or the City of Seattle, as appropriate.					
187	XXII.C		DAHP and the City of Seattle will receive and administer the mitigation funds. DAHP and the City of Seattle will keep an account of all costs associated with the mitigation funding account, including associated overhead/administrative costs. Mitigation funds shall be transferred from Sound Transit to DAHP and the City of Seattle immediately after an agreement authorizing the transfer of funds is approved by Sound Transit.					
188	XXII.D		<b>At least once a year, until implementation of this stipulation is complete,</b> from the date of the execution of this Agreement, DAHP and the City of Seattle will email an annual accounting of funds using their respective accounting procedures to Sound Transit and FTA.	Annual (starting February 2025)				
189	XXII.E		DAHP and the City of Seattle, as appropriate, will provide a final report on the project, and an account of the funding, to the Signatories by either the closing date of the Agreement or at the completion of funding expenditures.	Close date of PA or Completion of funding expenditures				
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	XXIII		Sound Transit will conduct survey and inventory work to identify extant subsurface historic utilities within the APE that may be encountered during ground disturbing activities related to project construction but not specifically those which may be encountered during design development activities (e.g., "potholing for utilities"). These historic utilities will be evaluated for NRHP eligibility pursuant to Stipulation VI and effects to those utilities, if any, will be assessed pursuant to Stipulation VII and resolved pursuant to Stipulation IX. This work may be conducted in stages following design milestones (e.g., 30%, 60%, 90%, 100%). Historic utilities still in use will be documented on historic property inventory forms consistent with DAHP guidance. Abandoned or remnant utilities, no longer in use, will be documented as an archaeological resource and evaluated pursuant to Stipulation VI of this agreement and if they are NRHP-eligible consultation to assess and resolve Adverse Effects will follow procedures outlined in Stipulations VIII and IX respectively.					
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	XXIV.A.1		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Hauling plan(s)					
194	XXIV.A.2		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Construction Staging					
195	XXIV.A.3		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Noise					
196	XXIV.A.4		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Lighting and Glare					
197	XXIV.A.5		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Vibration and Monitoring					
198	XXIV.A.6		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Landscaping					
199	XXIV.A.7		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Natural resource mitigation plans					
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	XXV.A		Should human remains, funerary objects, sacred objects, or objects of cultural patrimony be discovered at any time prior to or during construction, all ground disturbing activities within at least 50 feet of the discovery location will cease immediately. Sound Transit and its respective contractors shall follow the procedures in the Inadvertent Discovery Plan identified in Stipulation XVI.A.3					
202	XXV.B		Should archaeological resources be discovered during construction activities, all 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.					
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	XXVI.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.	6/11/2025				
205	XXVI.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.					
206	XXVI.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).					
207	XXVI.D		The first draft of the orientation program will be <b>developed no later than 120 days after the execution</b> of this Agreement.	Within 120 days of PA execution	Sound Transit has completed a draft cultural resources orientation to ensure that all construction-related commitments as identified in the Programmatic Agreement are properly tracked and executed. This draft will be distributed to DAHP, Consulting Tribes, and Consulting Parties for comment and review.			
208	XXVI.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.					
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	XXVII.A		<b>Every three (3) months following the execution of this Agreement</b> 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	Quarterly (starting February 2025)	Sound Transit has thus far distributed two (2) quarterly reports on schedule - the first in May 2025 and the second in August 2025.			
211	XXVII.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.					
212	XXVII.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.					
213	XXVII.D		FTA in coordination with Sound Transit will hold <b>annual project meetings</b> 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.	Annual (starting February 2025)				
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	XXVIII		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).					
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	XXIX.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.					
218	XXIX.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.					
219	XXIX.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.					
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	XXX.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.					
222	XXX.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.					
223	XXX.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.					
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	A	B	C	D	E	F	G	H
	Source	Complete?	Programmatic Agreement (PA) Commitment ( )	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
10	XXX.C.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 takes into account any timely advice or comments regarding the dispute from the ACHP and DAHP, Consulting Tribes, and other Consulting Parties and provide them with a copy of this written response. FTA shall then proceed according to its final decision.					
225	XXX.C.2		If the ACHP does not provide its advice regarding the dispute within thirty (30) days, FTA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FTA shall prepare a written response that takes into account any timely comments regarding the dispute from DAHP, Consulting Tribes, and other Consulting Parties and provide them and the ACHP with a copy of such written response.					
226	XXX.D		FTA's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute shall remain unchanged.					
227	XXX.E		If a member of the public raises an objection in writing pertaining to implementation of this Agreement, FTA shall notify all parties to this Agreement in writing of the objection. Unless otherwise agreed upon, DAHP, Consulting Tribes, and other Consulting Parties have fifteen (15) calendar days to review and provide written comments on the objection to DAHP. Consulting Tribes, and other Consulting Parties. FTA shall consider the objection and take all comments from all parties into consideration in reaching its decision on the objection. Within fifteen (15) calendar days following closure of the comment period, FTA shall render a decision regarding the objection, respond to the objecting party, and proceed according to its decision. FTA's decision regarding resolution of the objection shall be final.					
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229					Amendments			
	XXXI		This Agreement may be amended when such an amendment is agreed to in writing by all Signatories and Invited Signatories. The amendment shall be effective on the date of the final signature by the Signatories and Invited Signatories. Copies of any amendments shall be provided to Consulting Tribes and other Consulting Parties and the ACHP.					
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231					Termination			
	XXXII.A		If all terms of this Agreement have been completed prior to the expiration date, FTA may terminate the Agreement with notification to Signatories, Invited Signatories, and Concurring Parties that the terms of the Agreement have been completed. If any Signatory or Invited Signatory feels Agreement termination is premature, or that the terms of the Agreement have not been met, they shall respond within the timeframes outlined in Stipulation IV.					
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	XXXII.B		Any Signatory or Invited Signatory may terminate this Agreement by providing at least thirty (30) calendar days notice to Consulting Tribes and other Consulting Parties. FTA shall consult with the Signatories and Invited Signatories during the thirty (30) calendar day notice period in an attempt to seek agreement on amendments or other actions that would avoid termination.					
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234					Execution			
	XXXIII.A		This Agreement may be executed in counterparts, with a separate page for each Signatory, Invited Signatory, and Concurring Party. This Agreement shall become effective on the date of the final signature by the Signatories and Invited Signatories. The refusal of any party invited to concur with this Agreement does not invalidate this Agreement. FTA shall ensure each Consulting Party is provided with a fully executed copy of this Agreement and that the final Agreement, updates to appendices, and any amendments are filed with the ACHP.					
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	XXXIII.B		Execution of this Agreement by FTA and DAHP, and implementation of its terms is evidence that FTA has taken into account the effects of its Project on historic properties and has afforded the ACHP opportunity to comment pursuant to Section 106 of the National Historic Preservation Act.					
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237					Coordination with Other Federal Reviews			
	XXXIV		In the event that another federal agency not initially a party to or subject to this PA receives an application for funding/license/permit associated with the Project as described in this PA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this PA and notifying the FTA, SHPO, and the Council that it intends to do so. The FTA will confirm in writing that the FTA accepts Lead Agency status for Section 106. Such agreement shall be evidenced by implementation of the terms of this PA and attachments.					
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