

					Opportunities to consult per the 2025 Section 106 Programmatic Agreement		
Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
Applicability							
I.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.					
I.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.					
I.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 USCG, and Sound Transit, have no objections, FTA shall follow Stipulation XXXI, to amend this Agreement.					
I.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 this Agreement. FTA shall notify DAHP, Consulting Tribes, and other Consulting Parties of any entities who agree to become a Concurring Party.					
I.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.					
I.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 800 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 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 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 44738-44739) in the appropriate field(s) for the activity (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) 42.56.300) 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).					

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III.D		FTA acknowledges that Tribes possess special expertise in assessing the NRHP 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 NRHP 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 thirty (30) calendar days to comment on all findings, determinations, documents, and deliverables 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 five (5) business days to review and provide comments , 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 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.					
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.					

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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 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.					
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 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.					
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 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.					
Project Design Development and Review							
VII.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.					
VII.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.					
VII.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.					
VII.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.					
VII.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 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. 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.					
VII.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.					
VII.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							
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).					
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.					
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.					

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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				
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.					
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.					
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					
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.					
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.					
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.					
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.					
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.					
Consultation to Resolve Adverse Effects							
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).					
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.					
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.					
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).					
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.					
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.					
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.					
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.					

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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.					
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.					
IX.B.5.a		Adverse Effect acknowledgement form will be developed by FTA in coordination with Sound Transit and in consultation with DAHP.					
Construction Protection Plan for Historic Properties							
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.	tbd				
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.					
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.					
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.					
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.					
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.					
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				
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.					
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.					
Unanticipated Effects to Known Historic Properties							

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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.	Within 24 hours of discovery				
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 48 hours of notice of discovery				
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.					
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				
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.					
Interpretation of Tribally Important Places in the Duwamish River Valley and Surrounding Environs							
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 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.					
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.					
XII.A.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.					
XII.A.3		Hosting and maintenance of digital components will be determined through on-going consultation pursuant to Stipulation IV of this Agreement.					
XII.A.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.					
XII.A.5		The plan for the interpretive program shall be prepared in accordance with the requirements of Stipulation III.					
XII.A.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.	Within 18 months of PA execution				
XII.A.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.					
XII.A.8		The plan for the interpretive program will be completed within one year of the initial draft completion.	Within 1 year of Initial Draft completion				
XII.B.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.	Within 6 months of Plan finalization				

					Opportunities to consult per the 2025 Section 106 Programmatic Agreement		
Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
XII.B.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.	Prior to official opening of Project				
XII.B.3		Sound Transit will utilize public outreach resources as practical to advertise and promote the interpretative measures to educators, researchers, and the public.					
XII.B.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.					
Native Plantings and Plant Salvage							
XIII.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.					
XIII.A.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.	Prior to clearing and grading				
XIII.A.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.					
XIII.A.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.					
XIII.A.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.					
Ethnographic Collections							
XIV.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.					
XIV.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.	Within 3 years following PA Execution				
XIV.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.					
Traditional Transportation Gathering							
XV.A		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.	Within 5 years following PA Execution				
XV.A.1		The Canoe Race Plan will include a timeline for implementation of its components.					
XV.A.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.					
XV.A.3		Support identified here may be used for established canoe race events or used to establish new canoe race events.					
XV.A.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).					
XV.A.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.	Within 18 months of PA execution				
XV.A.6		Up to 2 (two) drafts of the Plan are anticipated and will be reviewed by FTA, 2 Sound Transit, DAHP and Consulting Tribes, pursuant to Stipulation IV.					
XV.A.7		The Final Canoe Race Plan will be completed within one year of the initial draft completion.	Within 1 year of Initial Draft completion				
XV.B.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.	Within 6 months of Plan finalization				
XV.B.2		Sound Transit will provide financial assistance for developing public outreach materials to promote and advertise the event to the public, as appropriate.					

					Opportunities to consult per the 2025 Section 106 Programmatic Agreement		
Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
XV.B.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.					
XV.B.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.					
XV.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.					
Identification and Evaluation of Archaeological Properties							
XVI		Prepare Archaeological Treatment Plan (ATP) in consultation with DAHP, Consulting Tribes, and Consulting Parties		In review cycles with DAHP, Consulting Tribes, and Consulting Parties			
XVI		Prepare Archaeological Monitoring Plan (AMP) in consultation with DAHP, Consulting Tribes, and Consulting Parties		In review cycles with DAHP, Consulting Tribes, and Consulting Parties			
XVI.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.		investigations were just completed for geoarchaeological boring 2025-1, located at Andover Street in Delridge			
XVI.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.					
Consultation to Avoid, Minimize, or Mitigate Adverse Effects on Archaeological Resources							
XVII.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.					
XVII.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.					
XVII.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.					
XVII.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.					
Public Interpretation of the Transportation, Social, Economic, and Cultural history of the Duwamish River/Waterway Corridor in the Duwamish Segment Area							
XVIII.A		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 interpretive 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.					
XVIII.A.1		The Interpretation Plan will include a timeline for implementation of its components.					
XVIII.A.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.					
XVIII.A.3		Hosting and maintenance of digital components will be determined through on-going consultation pursuant to Stipulation IV of this Agreement.					
XVIII.A.4		The interpretation plan will be made available for review and comment public via the project website or other accessible information portal.					
XVIII.A.5		The Interpretation plan shall be prepared in accordance with the requirements of Stipulation III.					

					Opportunities to consult per the 2025 Section 106 Programmatic Agreement		
Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
XVIII.A.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.	Within 18 months of PA execution				
XVIII.A.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.					
XVIII.A.8		The Final Interpretation plan will be completed within one year of the initial draft completion.	Within 1 year of Initial Draft completion				
XVIII.B.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.	Within 6 months of Plan finalization				
XVIII.B.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.	Prior to official opening of Project				
XVIII.B.3		Sound Transit will utilize public outreach resources as practicable to advertise and promote the interpretative measures to educators, researchers, and the public.					
XVIII.B.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.					
XVIII.B.5		Deliverables developed from plan implementation will be input in the appropriate database pursuant to Stipulation III.F and III.G					
Historic Context Study of the industrial Development of West Seattle and the Duwamish Waterway Vicinity							
XIX.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 19th and 20th 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.					
XIX.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.					
XIX.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.	Within 1 year of PA Execution	In progress - Draft 1 due to DAHP, Consulting Tribes, Consulting Parties for review by February 11, 2026.			
XIX.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.					
XIX.E		The final context document will be completed within one year of the initial draft completion.	Within 1 year of Initial Draft completion				
XIX.F		Disposition of final document will be determined in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).					
XIX.G		Deliverables developed from plan implementation will be input in the appropriate database pursuant to Stipulation III.F and III.G					
Mitigation for All Demolished Resources							
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)					
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.					
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.					
Mitigation for Adverse Effects to Cettolin House, 4022 32nd Avenue Southwest (WISAARD ID 721984)							

					Opportunities to consult per the 2025 Section 106 Programmatic Agreement		
Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
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 those properties.					
XXI.A.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 execution of this Agreement . That draft will be reviewed by DAHP, Consulting Tribes, and other Consulting Parties pursuant to Stipulation IV.	Within 1 year of PA Execution	In progress - Draft 1 due to DAHP, Consulting Tribes, Consulting Parties for review by February 11, 2026.			
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.					
XXI.A.3		The final context document will be completed within one year of the initial draft completion .	Within 1 year of Initial Draft completion				
XXI.A.4		Disposition of the final document will be determined in consultation with DAHP, Consulting Tribes, and other Consulting Parties (as appropriate).					
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.					
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 VIII and resolved pursuant to Stipulation IX.					
Historic Database Infrastructure Support							
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 database(s). 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.					
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.					
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.					
XXII.D		At least once a year, until implementation of this stipulation is complete , 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)				
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				
Historic Utilities							
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 VIII 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.					
Construction Management Plans							
XXIV.A.1		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Hauling plan(s)					
XXIV.A.2		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Construction Staging					

					Opportunities to consult per the 2025 Section 106 Programmatic Agreement		
Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
XXIV.A.3		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Noise					
XXIV.A.4		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Lighting and Glare					
XXIV.A.5		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Vibration and Monitoring					
XXIV.A.6		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Landscaping					
XXIV.A.7		FTA and Sound Transit will share these plans with DAHP, Consulting Tribes, and other Consulting Parties: Natural resource mitigation plans					
Inadvertent Discoveries							
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					
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.					
Cultural Resource Orientation							
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				
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.					
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).					
XXVI.D		The first draft of the orientation program will be developed no later than 120 days after the execution of this Agreement.	Within 120 days of PA execution	In progress - Draft 1 due to DAHP, Consulting Tribes, Consulting Parties for review by June 11, 2025.			
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.					
Reviewing and Reporting of Agreement Implementation							
XXVII.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.	Quarterly (starting February 2025)				
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.					
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.					
XXVII.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.	Annual (starting February 2025)				
Collection and Curation							
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).					

Duration

					Opportunities to consult per the 2025 Section 106 Programmatic Agreement		
Source	Complete?	Programmatic Agreement (PA) Commitment ()	Deadline	Status	Section 106 Quarterly meetings & reports	Direct consultation with affected stakeholder(s) per PA	Future engagement opportunities
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.					
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.					
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.					
Dispute Resolution							
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.					
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.					
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.					
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.					
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.					
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.					
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.					
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.					
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.					
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.					
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.					
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.					
Coordination with Other Federal Reviews							

