

Appendix I

**Draft National Historic Preservation Act
Section 106 Programmatic Agreement**

**PROGRAMMATIC AGREEMENT
AMONG THE
U.S. ARMY CORPS OF ENGINEERS, CENTRAL VALLEY FLOOD PROTECTION BOARD,
WEST SACRAMENTO AREA FLOOD CONTROL AGENCY, AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
REGARDING THE
SOUTHPORT SACRAMENTO RIVER EARLY IMPLEMENTATION PROJECT,
YOLO COUNTY, CALIFORNIA**

WHEREAS, the West Sacramento Area Flood Control Agency (WSAFCA) proposes to implement the Southport Sacramento River Early Implementation Project (project, as described in Attachment A: *Description of the Project and U.S. Army Corps of Engineers Undertakings*); and

WHEREAS, this project requires authorization from the U.S. Army Corps of Engineers (the Corps) to modify federal levees under Section 14 of the River and Harbors Act (33 US Code Section 408) and a permit to discharge fill to waters of the United States under Section 404 of the Clean Water Act (33 US Code Section 1344), and these actions constitute undertakings requiring compliance with Section 106 of the National Historic Preservation Act (NHPA) (16 US Code Section 470f); and

WHEREAS, the Corps must comply with Section 106 for this project because 408 authorization and 404 permits are considered federal undertakings; and

WHEREAS, the Corps cannot feasibly perform all Section 106 compliance steps in advance of 408 authorization, which will occur once for the entire project in advance of construction and identification of all ancillary features such as borrow sites, and the Section 106 regulations allow a federal agency to phase management steps if provided for in a programmatic agreement (36 CFR Part 800.4[b][2]); and

WHEREAS, the Corps has chosen to prepare this programmatic agreement (Agreement) to ensure that cultural resources that may be affected by the undertakings are identified, such resources are evaluated for the National Register of Historic Places (NRHP), and any adverse effects caused by these undertakings are resolved prior to construction of project features; and

WHEREAS, the Corps has consulted with and will continue to consult with both federally recognized and other Native American tribes; and

WHEREAS, the Corps has consulted with individuals, historical societies, and organizations; and

WHEREAS, in accordance with 36 CFR Part 800.2(b), the Advisory Council on Historic Preservation (ACHP) has been invited to participate in consultation and this Agreement, and the ACHP has declined in a letter [**Corps provide date when available**]; and

WHEREAS, the Corps has consulted with the State Historic Preservation Officer (SHPO) in accordance with 36 CFR Part 800, (the regulations implementing Section 106 of the National Historic Preservation Act of 1966 [16 U.S.C. 470f]); and

WHEREAS, WSAFCA has invited the Central Valley Flood Protection Board (CVFPB) to concur in this agreement because the CVFPB authorizes modifications to affected levees (California Water Code Section 8710); and

WHEREAS, the Corps has prepared, and will revise as necessary, a research design and historic property management plan (Attachment B, *Historic Properties Management Plan* [HPMP]) that will be used to guide inventory and management of historic properties;

NOW THEREFORE, the Corps, the SHPO, and WSAFCA agree that upon the Corps' decision to proceed with the undertaking, the following stipulations will be implemented for all portions of the project dependent on these undertakings, in accordance with this Agreement and the attached *HPMP* in order to take into account the effects of the undertakings on historic properties; and further agree that these stipulations shall govern the undertakings and all activities occurring under these undertakings that may affect historic properties, until this Agreement expires or is terminated.

STIPULATIONS

Stipulation I. Applicability and Scope, Relationship to Other Agreements

(A) Applicability and Scope

1. This Agreement applies to all portions of these undertakings that would not occur but for authorization from the Corps, which therefore consists of an undertaking as defined in 36 CFR Part 800.16(y), and must comply with Section 106 of the NHPA.
2. The Corps is responsible for ensuring compliance with all Section 106 responsibilities under the provisions of this Agreement because the Corps is responsible for reviewing and approving the project under both Section 14 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
3. A *Historic Properties Management Plan* (HPMP) will be prepared and submitted as a supporting document to the Agreement. On every anniversary of the execution of the Agreement, the HPMP will be reviewed by the Corps to determine if any additions or revisions are required. If the Corps determines that the HPMP requires an amendment, the Corps shall prepare and submit the Draft Amended HPMP to the signatory and concurring parties for a 45-day review and comment period. The Corps will consider comments and prepare the Amended HPMP, which will be considered binding through this Agreement.

(B) Conflicts with Other Agreement Documents

1. Because levees and flood control activities are regulated at many levels, it is possible that a conflict may arise between this Agreement and other agreement documents that govern associated undertakings. The Corps will endeavor to avoid conflicts with other agreement documents, but in the event of a direct conflict, the Corps will determine which agreement governs the activity associated with the conflict. For the purposes of the project, WSAFCA will only be responsible for implementing the terms of this Agreement.

2. This Agreement does not negate or supersede any agreements governing the project area or vicinity, between Corps and Indian tribes in effect at the time the Agreement is executed, nor does it negate or supersede any agreement documents executed within the project area or vicinity between the Corps and the SHPO pursuant to 36 CFR Part 800. If any agreement between the Corps and Indian Tribes or between the Corps and the SHPO in effect at the time the agreement is executed is found to be in conflict with this Agreement, the respective signatories will confer to resolve the conflict. If the resolution results in a proposed amendment to this Agreement, the provisions under Stipulation VIII, Amendments, will be followed.

(C) Responsibilities

1. WSAFCA assumes responsibility for performing technical work necessary to satisfy Section 106, subject to the review and approval of the Corps. While carrying out this responsibility, WSAFCA agrees to seek the Corps' timely review of all technical management work to ensure that the work is both sufficient and does not exceed the requirements of Section 106.

Stipulation II. Definitions

1. The definitions set forth at 36 CFR Part 800.16 are applicable throughout this Agreement.
2. "HPMP" as used in this document, refers to the attached *Historic Properties Management Plan*. This document provides methodology covering inventory, recording of resources, evaluation and treatment of identified resources, curation of recovered materials, and other technical specifications necessary to implement this Agreement. The research design provided as part of this HPMP is designed to provide significance themes for historic-era and prehistoric resources that may be identified, and to consider these resources in relation to regional research domains.

Stipulation III. Notices and Communications

1. The signatory parties agree that reports and deliverables, such as inventory reports, findings of effect, and management plans prepared by WSAFCA and the Corps, will be submitted in hard copy to other signatory parties for review. All decisions from the SHPO, such as concurrence regarding evaluations, findings of effect, and adequacy of treatment, will be delivered in hard copy and retained by WSAFCA and the Corps.

Stipulation IV. Inventory and Evaluation of Historic Properties

(A) Phasing of Management Steps

1. WSAFCA has completed preliminary cultural resource inventories of a portion of the overall project area depicted in Figure 1 and included in Attachment A, in order to identify the likely presence of historic properties in the project area, as required under 36 CFR Part 800.4(b)(2). The project area depicted in this attachment represents the maximum extent of the geographic area in which construction may affect historic properties for the project as currently understood.

2. Because the project will be constructed in at least 2 calendar years, with development of the proposed design and project area for the first year's work preceding the second year, it is not feasible to complete all identification and evaluation of historic properties in advance of federal permits and authorizations. The Corps will therefore collaborate with and direct WSAFCA to perform the following steps for discrete phases or activities identified by WSAFCA and the Corps, according to the construction schedule or timeline of the larger project, as authorized in 36 CFR Part 800.4(b)(2).

3. For each project phase or activity, WSAFCA will consult with the Corps and the SHPO to define an area of potential effects (APE) for the relevant project phase or activity, complete an inventory of the APE, evaluate identified resources for the NRHP, make a finding of effect, and develop treatment methods to reduce adverse effects where feasible.

(B) Definition of the Area of Potential Effects for Each Phase or Activity

1. WSAFCA and the Corps will define an APE for each phase or discrete activity. This document will be submitted to the SHPO for review prior to completing inventory of the phase- or activity-specific APE. The SHPO will have 30 calendar days to review and provide comments on the proposed APE, commencing upon receipt of the proposed APE. The APE will be deemed complete and adequate for a particular phase when the SHPO concurs by letter or electronic mail. Corps/WSAFCA will retain copies of SHPO concurrence to document such concurrence. Project changes may require revisions to the APE for a particular phase or activity. Revised APE maps may be submitted as part of addendum inventory reports, or as stand-alone documents. Revised APE maps shall be subject to the same 30 calendar day SHPO review period.

(C) Inventory of the Area of Potential Effects

1. WSAFCA will complete an inventory of cultural resources within each phase- or activity-specific APE, using methods identified in the attached HPMP. The inventory will cover the entire APE and will be designed to identify historic properties prior to construction, using methods appropriate to the nature of resources that may be encountered.

2. The Corps will ensure that all identification activities conform to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, Standards for Identification (Federal Register 48 [190]:44720-44723).

(D) Evaluation and Finding of Effect

1. For all identified cultural resources, WSAFCA will prepare an evaluation for the NRHP, consistent with the methods and standards in the attached HPMP. WSAFCA will apply the criteria for evaluation for the NRHP provided in 36 CFR Part 60.4 and make an explicit finding of effect in the inventory report, describing the anticipated effect of the project phase on resources eligible or recommended as eligible for the NRHP, by applying the criteria of adverse effect consistent with 36 CFR Part 800.5(a)(1).

2. Based upon the inventory of each phase- or activity-specific APE, WSAFCA will also provide recommendations for construction monitoring. These recommendations will be based upon relevant factors such as the density and distribution of identified resources, geomorphology, recommendations from Native Americans, historic maps, and other relevant information.

3. When previously evaluated properties are identified within the APE for a specific project phase or activity, the Corps District Archaeologist or professionally qualified designee will review those previous evaluations. The passage of time, changing perceptions of significance, new information, incomplete or flawed previous evaluations, and factual errors warrant such reviews and may prompt the Corps to reevaluate the properties. The Corps will consult with Indian tribes during the review and reevaluation process when properties are involved to which Indian tribes may attach religious or cultural significance.

(a) If the Corps, after reconsidering NRHP eligibility or formal listing or determination by the Secretary of the Interior or SHPO, agrees with the previous determination, the Corps may assume that the previous NRHP evaluation remains valid for the purposes of this Agreement. No consultation with the signatory parties is required under such circumstances.

(b) If the Corps disagrees with the previous NRHP eligibility or formal listing or determination by the Secretary of the Interior or SHPO, then the Corps will evaluate the property in accordance with the attached HPMP and will make such evaluation available for review as required under this Agreement.

(E) Resolution of Adverse Effects

1. For all identified historic properties subject to adverse effects, WSAFCA and the Corps will develop and implement treatment to resolve adverse effects where feasible. Treatment may consist of measures that entirely avoid adverse effects, documentation, data recovery excavations, preservation in place, or other methods identified by WSAFCA in consultation with the Corps. WSAFCA may use treatment methods provided in the attached HPMP or may develop property-specific treatment as necessary. If methods described in the HPMP are appropriate for necessary treatment, WSAFCA and the Corps may refer to those methods in the inventory report, finding of effect document, or stand-alone management plan and incorporate them by reference without repeating the full text of the relevant treatment methods.

(F) Review of Reports

1. Reports describing the results of inventory, evaluation, findings of effect and proposed management will be submitted to the SHPO for review after the Corps is provided the opportunity to review administrative drafts of these documents. WSAFCA or the Corps will also distribute reports to consulting and signatory parties upon request. WSAFCA and the Corps may only combine inventory, evaluation, and findings of effect management steps in one document submitted for SHPO review. The SHPO will have thirty (30) calendar days to review reports prepared under this stipulation, commencing upon receipt of the relevant report. Revised reports requiring additional SHPO review will follow the same review clock.

2. Proposed treatment plans addressing mitigation for adverse effects will be submitted in a separate report to SHPO for a thirty (30) day review and comment period, when treatment options identified in the HPMP are not sufficient to resolve adverse effects.

(G) Ongoing Consultation with Native American Individuals and Organizations

1. WSAFCA and the Corps have solicited comments from the Native American community during development of this Agreement document. During management milestones, such as completion of inventory reports, resource evaluations, findings of effect, and development and implementation of treatment, upon a request for consultation, WSAFCA and the Corps will consult with any Native American party that attaches cultural significance to resources subject to management. Such consultation may include both federally recognized tribes and other tribes, organizations, and individuals that may attach cultural significance to resources affected by relevant undertakings. WSAFCA and the Corps will consider the input of these organizations and individuals in good faith and attempt to incorporate and follow suggestions regarding management of cultural resources where feasible.

Stipulation V. Monitoring and Inadvertent Discoveries and Unanticipated Effects

(A) Workforce Training and Construction Monitoring

1. Qualified archaeologists retained by WSAFCA will provide training to construction personnel so that construction personnel may take necessary actions to protect inadvertent discoveries. "Qualified" as used in this stipulation means archaeologists that meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation (48 Federal Register 44716). This training will cover both the identification of resources that may be encountered during construction and procedures to be followed in the event of a discovery.

2. Qualified archaeologists retained by WSAFCA will monitor construction where necessary to ensure that identified resources are protected or where there is a high sensitivity for previously unidentified resources, as prescribed in each phase- or activity-specific inventory report and the attached HPMP. The location, frequency, and staffing levels for monitoring activities are subject to approval by the Corps through the review of the monitoring recommendations in the reports required above in Stipulation IV.

(B) Discovery Procedures for Resources Encountered During Construction

1. If cultural resources are discovered during construction, all construction will immediately stop within 100 ft. (30 m) of the discovery, and the location of the discovery will be marked for avoidance. The contractor must notify the Corps and WSAFCA (if no representatives are on location). WSAFCA, in consultation with the Corps, will determine whether the discovery is a potential NRHP-eligible resource by evaluating the resource per the criteria in 36 CFR Part 60.4. If WSAFCA and the Corps determine that the discovery is not an NRHP-eligible resource, the discovery will be documented and construction may proceed at the direction of the Corps and WSAFCA.

2. If WSAFCA and the Corps determine that the discovery may be eligible for the NRHP, WSAFCA and the Corps will notify the SHPO and other relevant parties as early as feasible. Notification should include a description of the discovery, the circumstances leading to its identification, and recommendations for further action. Where feasible, the notification will also include a tentative NRHP-eligibility recommendation per 36 CFR Part 60.4 and a finding of effect per 36 CFR Part 800.5(a)(1). If the resource cannot be evaluated based upon available evidence (for example, where test excavation is

required), WSAFCA and the Corps will use testing and evaluation methods provided in the attached HPMP for further technical work necessary to determine the eligibility of the resource and make a finding of effect per 36 CFR Part 800.5(a)(1). For NRHP-eligible resources subject to adverse effects, treatment will be implemented where necessary to resolve adverse effects on inadvertently discovered historic properties. The SHPO will have 30 calendar days to review reports describing the evaluation, finding of effect, and proposed treatment of inadvertent discoveries.

3. If human remains are discovered during construction, WSAFCA and the Corps will follow California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. In addition, WSAFCA and the Corps will consider and implement, to the extent feasible, the principles adopted in the ACHP *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects*¹. Relevant principles included in the policy statement include, but are not limited to, respectful treatment of human remains, disturbance of such remains only when necessary, and early consultation with affiliated tribes to manage such resources.

Stipulation VI. Administrative Provisions for Implementation of this Agreement

(A) Professional Qualifications

1. All inventory and evaluation activities prescribed by this Agreement will be carried out under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738–44739) in the appropriate disciplines. Nothing in this stipulation, however, may be interpreted to preclude WSAFCA or the Corps or any agent or contractor thereof from using the services of persons who do not meet the Secretary of Interior's Professional Qualifications Standards if they are supervised by an individual who does meet these standards.

(B) Documentation Standards

1. Written documentation of inventory, evaluations, findings of effect, and treatment prescribed per this Agreement will conform to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716–44740), as well as to applicable standards and guidelines established by the SHPO and the HPMP. All documentation that supports findings and determinations made under this Agreement shall be consistent with 36 CFR Part 800.11. Documentation prepared by local or state agencies or their consultants in support of such findings shall be submitted to the Corps for review and approval by the Corps District Archaeologist or appropriately supervised Corps staff.

(C) Curation Standards

1. WSAFCA and the Corps will ensure that the materials and records resulting from the activities prescribed in this Agreement are curated in accordance with 36 CFR Part 79, except where state law and regulations, including, but not limited to, California Public Resources Code Sections 5097.98 and 5097.991 for Native American human remains and associated grave goods discovered on non-federal land require different treatment. Additionally, the disposition of any abandoned shipwrecks and

¹ 2007. Advisory Council on Historic Preservation. *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects*.

archaeological sites and historic resources on state lands under the jurisdiction of the California State Lands Commission (CSLC) will be determined by CSLC as provided by California Public Resources Code Section 6313, which states that title to shipwrecks and submerged cultural resources in submerged lands is vested in the state. WSAFCA the Corps will ensure that, to the extent permitted by applicable laws and regulations, the views of the appropriate Native American descendant group(s) are taken into consideration when decisions are made about the disposition of Native American archaeological materials and records.

(D) Reporting Requirements

1. For each calendar year in which cultural resource management activities are performed under this Agreement, WSAFCA and the Corps will submit to the SHPO a yearly summary report or memorandum documenting management milestones and reports delivered for that calendar year. This report or memorandum will be prepared and delivered to the SHPO by January 30 for the prior calendar year.

(E) Confidentiality

1. The parties to this Agreement acknowledge that historic properties covered by this Agreement are subject to the provisions of Section 304 of the NHPA and California Government Code 6254.10 (Public Records Act) relating to the disclosure of archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement maintain the confidentiality required by law.

Stipulation VII. Resolving Objections

(A) Methods for Resolving Objections

1. Should any signatory party object in writing to the Corps regarding the manner in which the terms of this Agreement are carried out, the Corps will immediately notify the other signatory parties of the objection and proceed to consult with the objecting signatory party to resolve the objection. The Corps will honor the request of any other signatory party to participate in the consultation and will take any comments provided by such signatory party into account. The Corps will render a decision regarding the objection and respond to the objecting party within 30 calendar days of receipt by the Corps of the objection. The Corps will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. A Corps decision regarding resolution of the objection will be final. Following issuance of its final decision, the Corps may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

(B) When Objections Cannot Be Resolved

1. If after initiating such consultation, the Corps determines that the objection cannot be resolved through consultation, the Corps will forward all documentation relevant to the objection to the ACHP, including a proposed response from the Corps, if any, to the objection. Within 30 calendar days after receipt of all pertinent documentation, ACHP will exercise one of the following options:

- (a) Advise the Corps that ACHP concurs within the proposed response to the objection, whereupon the Corps will respond to the objection accordingly; or

(b) Provide the Corps with recommendations, which the Corps will take into account in reaching a final decision regarding its response to the objection.

(c) Where the objection relates to resolution of adverse effects, notify the Corps that the objection will be referred for comment pursuant to 36 CFR Part 800.7 and proceed to refer the objection for further review and comment. In this event, the Corps shall take the resulting comments into account in accordance with 36 CFR Part 800.7 et seq.

2. Should the ACHP not exercise one of the options above within 30 calendar days after receipt of all pertinent documentation, the Corps may assume ACHP's concurrence in its proposed response to the objection.

3. The Corps will take into account any ACHP recommendation or comment and any comments from the other signatory parties to this Agreement in reaching a final decision regarding the objection. The responsibility of the Corps to carry out all actions under this Agreement that are not the subject of the objection will remain unchanged.

4. The Corps will provide all other signatory parties to this Agreement with a written copy of its final decision (including any ACHP comments) regarding any objection addressed pursuant to this stipulation.

Stipulation VIII. Amendments

(A) Methods for Amending This Agreement

1. Any signatory party to this Agreement may propose that this Agreement be amended, whereupon the signatory parties will consult for no more than thirty (30) calendar days to consider such amendment. The Corps may extend this consultation period by notifying the other signatories in writing, by letter or electronic means. The amendment process shall comply with 36 CFR Part 800.6(c)(1) and Part 800.6(c)(7), as programmatic agreements for multiple undertakings are governed by this part as indicated in 36 CFR Part 800.14(b)(3). This Agreement may be amended only upon the written agreement of the signatories.

(B) Failure to Reach Agreement

1. If the signatory parties cannot reach agreement on proposed amendments, the dispute will be resolved by consultation with the ACHP, and the ACHP will have the power to cast a vote to break any tie or create a simple majority required under Stipulation VIII(A) above.

Stipulation IX. Termination

(A) Termination

1. Only signatory parties to this Agreement may terminate this Agreement. If any signatory party proposes to terminate this agreement, that party will notify the other signatory parties in writing, explain the reasons for proposing termination, and consult with the other parties for no more than 30 calendar days to seek alternatives to termination.

2. Should such consultation result in an agreement on an alternative to termination, the signatories will proceed in accordance with that agreement and, if necessary, will amend the Agreement in accordance with Stipulation VIII.

3. Should such consultation fail to result in an agreed upon resolution by the signatory parties, the signatory party proposing termination may terminate this Agreement by promptly notifying the other signatories in writing.

4. Should this Agreement be terminated, the Corps shall either consult in accordance with 36 CFR Part 800.14(b) to develop a new Agreement or request the comments of ACHP pursuant to 36 CFR Part 800.

5. Beginning with the date of termination, the Corps shall ensure that, until and unless a new Agreement is executed for the undertakings covered by this Agreement, such undertakings shall be considered separate actions to be reviewed individually in accordance with 36 CFR Parts 800.4-800.6.

Stipulation X. Duration of the Agreement

1. Unless it is terminated pursuant to Stipulation IX of this Agreement or superseded by another agreement executed for the covered undertakings, this Agreement will remain in effect until the Corps, in consultation with the other signatory parties to this Agreement, determines that construction, monitoring, and maintenance of all aspects of the undertakings have been completed and all terms of this Agreement have been fulfilled in a satisfactory manner; or until ten (10) years have passed from the date of execution of this Agreement, whichever comes first. Upon a determination by the Corps that construction, monitoring, and maintenance of all aspects of the covered undertakings have been completed and that all terms of this Agreement have been fulfilled in a satisfactory manner, or upon reaching the ten (10) year limit, the Corps will notify the other signatory and concurring parties of this determination in writing, whereupon this Agreement will be null and void.

Stipulation XI. Effective Date

1. This Agreement will take effect on the date that it has been executed by all signatory parties.

EXECUTION and implementation of this Agreement is evidence that the Corps has afforded ACHP a reasonable opportunity to comment on this Agreement and the associated undertakings; that the Corps has taken into account the effects of the undertakings on historic properties; and that the Corps has complied with Section 106 of the NHPA and 36 CFR Part 800 sufficiently to satisfy Section 106 for those undertakings dependent upon Section 106 compliance.

ATTACHMENTS

Attachment A, *Description of the Project and U.S. Army Corps of Engineers Undertakings*

Attachment B, *Historic Properties Management Plan*

SIGNATORY PARTIES:

U.S. Army Corps of Engineers

By _____ Date _____
William J. Leady, P.E.
Colonel, U.S. Army
District Commander

California State Office of Historic Preservation

By _____ Date _____
Carol Roland-Nawi, Ph.D.
State Historic Preservation Officer

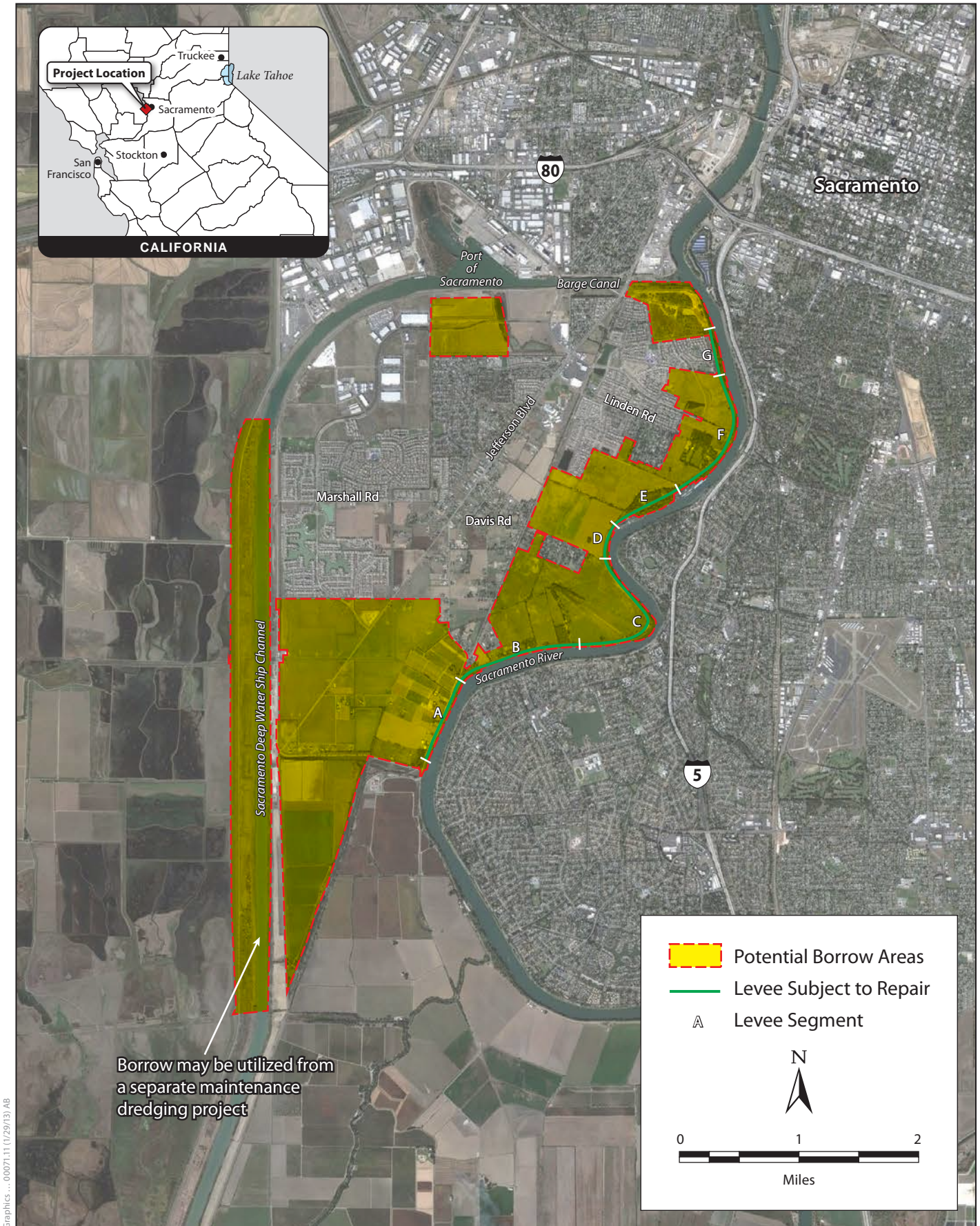
West Sacramento Area Flood Control Agency

By _____ Date _____
Michael Bessette
Flood Protection Manager

CONCURRING PARTIES:

Central Valley Flood Protection Board

By _____ Date _____
Jay Punia
Executive Officer



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Figure 1
Project Vicinity

Attachment A

Southport Sacramento River Early Implementation Project: Description of the Project and U.S. Army Corps of Engineers Undertakings

A.1 Introduction

This attachment provides information to support the programmatic agreement prepared to guide management of cultural resources for the Southport Sacramento River Early Implementation Project. Relevant sections include a detailed description of the proposed project and associated actions that require compliance with Section 106 of the National Historic Preservation Act (NHPA).

A.2 Project Description

The West Sacramento Area Flood Control Agency (WSAFCA) is proposing the Southport Sacramento River Early Implementation Project (“Southport project,” or simply “project”) to construct flood risk–reduction measures along the Sacramento River South Levee in the city of West Sacramento, Yolo County, California. The project is targeted at providing 200-year protection for urbanized areas. The primary purpose of the Southport project is to reduce flood risk for the entire city of West Sacramento by addressing known levee deficiencies along the Southport reach. Secondary purposes of the Southport project are to provide ecosystem restoration and public recreation opportunities that are compatible with flood risk–reduction measures. The primary purpose has top priority for project planning, implementation, operations, and maintenance. The project would incrementally reduce localized flood risk for the reach of the levee at which measures are proposed, in turn reducing risk for the entire city. The location of the project in relation to the surrounding region and levee reaches where construction would occur are depicted in Figure 1.

While the Southport project would not by itself reduce all flood risks affecting the planning area, it would address the most immediate risk based on the following.

- The Sacramento River West Levee is the longest and most contiguous portion of the planning area perimeter.
- The location of known levee deficiencies and the clarity and feasibility of available measures to address them.
- The proposed improvements associated with each levee reach (described below in Table 1).

Table 1. Construction by Segment and Year (Two-Year Construction Window)

Segment	Year	Proposed Flood Risk Reduction Measures
A	2	Adjacent levee, slurry cutoff wall, and rock slope protection
B	2	Adjacent levee, slurry cutoff wall, and rock slope protection
		Adjacent levee, slurry cutoff wall, landside seepage berm, and rock slope protection
		Adjacent levee, landside seepage berm, and rock slope protection
		Setback levee and landside seepage berm
C	1	Setback levee and landside seepage berm
D	1	Setback levee and slurry cutoff wall
E	1	Setback levee, landside seepage berm, and slurry cutoff wall
F	1	Adjacent levee, and landside seepage berm
		Adjacent levee, landside seepage berm, and rock slope protection
G	1	Adjacent levee, slurry cutoff wall, and rock slope protection

Construction would occur in more than one annual construction season (typically April 15 to October 31, subject to conditions), with construction of Segments C, D, E, F, and G preceding construction of Segments A and B. Construction of the first segments would take place during the first construction season (Year 1). Construction of the Segments A and B would take place during the second construction season (Year 2). Because the proposed improvements will also require borrow material, WSAFCA is considering a range of locations in the immediate vicinity where suitable borrow material may be acquired. These areas are depicted in yellow on Figure 1. It should be noted that Figure 1 depicts all locations under consideration; however, once a feasible source of borrow is identified, the actual footprint of borrow activity will be substantially smaller. For each construction year or other discrete action that forms a portion of the larger project, WSAFCA and the U.S. Army Corps of Engineers will complete the Section 106 management steps described in the programmatic agreement to which this description is attached. The need for compliance with Section 106 of the NHPA is described below.

A.3 National Historic Preservation Act, Section 106 Undertakings

The project requires permits and authorizations from the U.S. Army Corps of Engineers under Section 14 of the Rivers and Harbors Act (33 U.S. Code [USC] Section 408), Section 404 of the Clean Water Act (33 USC Section 1344), and Section 10 of the Rivers and Harbors Act (33 USC Section 403). Because activities authorized under these permits and approvals may affect historic properties, compliance with Section 106 of the National Historic Preservation Act (NHPA, 16 USC Section 470f) is required. The programmatic agreement, attached research design, and *Historic Property Treatment Plan* ("Plan," Attachment B), provide a means of phasing completion of Section 106 management steps for these undertakings.

Attachment B

Southport Sacramento River Early Implementation Project Historic Properties Management Plan

This report is under preparation and contains confidential information. A redacted version will be prepared and released with the Final EIS/EIR.

