
File ID: 2026-01002

6/9/2026

[Contract] Regional Water Authority Cost-Sharing Agreement for the Water Forum

File ID: 2026-01002

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or designee to execute an interagency cost share agreement on behalf of the Water Forum for the Healthy Rivers & Landscapes Program (HR&L) with the Regional Water Authority (RWA).

Contact: Ashlee Casey, Executive Director, (916) 808-1995, acasey@waterforum.org; Emily Lee, Administrative Analyst, (916) 808-1993, elee@waterforum.org, Water Forum; Kelly Sherfey, Supervising Financial Analyst, (916) 808-1466, ksherfey@cityofsacramento.org, Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Exhibit A-RWA Cost Share Agreement
- 3-Verdantas HR&L Scope
- 4-SP Cramer HR&L Scope

Description/Analysis

Issue Detail: The interagency HR&L cost share agreement with RWA supports HR&L Science Plan development and related pre-implementation tasks associated with salmonid habitat improvements and monitoring for the Lower American River, which are a requirement of the statewide HR&L Program, pursuant to the State Water Resources Control Board's Bay-Delta Water Quality Control Plan update process. Water Forum is supporting the HR&L Program process due to their long-standing partnership with RWA and as the sole implementer of salmonid habitat improvements and science and monitoring activities associated with those habitats, on the Lower American River.

The cost-share agreement will provide the budget, framework and specific approach for Science Plan development and a monitoring framework for assessment of the Flow and Non-Flow Measures to address several important and broad-scale ecosystem management questions required to be analyzed and reported upon under the HR&L Program. The agreement is needed since the level of

effort and budget previously assumed for HR&L Science Plan development and other pre-implementation tasks for the statewide HR&L Program has been vast and labor-intensive, and above original estimates of engagement for Water Forum. Thus, RWA, as the American River regional representative for the HR&L Program development process, will be providing a cost-share.

Policy Considerations: City Council approval is required for agreements of \$250,000 or more per City Code 3.56.090.

Economic Impacts: None.

Environmental Considerations: Government fiscal activities do not constitute a project pursuant to CEQA and are therefore exempt from CEQA review (CEQA Guidelines § 15378(b)(2) and (b)(4)).

Sustainability: Approval of an interagency HR&L cost share agreement with RWA is consistent with the following City of Sacramento's 2040 General Plan Goals.

Environmental Resource Constraints Goal 1 - Responsible management of water resources that preserves and enhances water quality and availability.

Environmental Resource Constraints Goal 2.1 - Conservation of Water Resources in Open Space Areas. The City shall continue to preserve, protect, and provide appropriate access to designated open space areas along the American and Sacramento Rivers, floodways, and undevelopable floodplains, provided access would not disturb sensitive habitats or species, and shall support efforts to conserve and, where feasible, create or restore areas that provide important water quality and habitat benefits such as creeks, riparian corridors, buffer zones, wetlands, open space areas, levees, and drainage canals for the purpose of protecting water resources and habitats in the city's watersheds, creeks, and the Sacramento and American Rivers.

Environmental Resource Constraints Goal 2.12 - Support Habitat Conservation Plan Efforts. The City shall encourage and support regional habitat conservation planning efforts to conserve and manage habitat for special status species. New or amended Habitat Conservation Plans should provide a robust adaptive management component sufficient to ensure that habitat preserves are resilient to climate change effects/impacts and to ensure their mitigation value over time. Provisions should include but are not limited to: greater habitat ranges and diversity; corridors and transition zones to accommodate retreat or spatial shifts in natural areas; redundant water supply; elevated topography to accommodate extreme flooding; and flexible management and fee structure.

Environmental Resource Constraints Goal 2.14 - Climate Change-related Habitat Restoration and Enhancement. The City shall support active habitat restoration and enhancement to

reduce impact of climate change stressors and improve overall resilience of habitat within existing parks and open space in the city. The City shall support the efforts of Sacramento County to improve the resilience of habitat areas in the American River Parkway.

Commission/Committee Action: The proposed agreement was reviewed and approved by the Water Forum Coordinating Committee in April 2026.

Rationale for Recommendation: Approval of an interagency HR&L cost share agreement with RWA will enable the Water Forum to provide and manage an appropriate level of staff and technical consultant support for HR&L Science Plan development process needs. As the sole implementor of salmonid habitat and science and monitoring activities on the Lower American River, Water Forum is an integral partner to RWA on the HR&L effort. The cost-share agreement will provide the budget, framework and specific approach for Science Plan development and a monitoring framework for assessment of the Flow and Non-Flow Measures to address several important and broad-scale ecosystem management questions required to be analyzed and reported upon under the HR&L Program.

Financial Considerations: The proposed budget for this agreement is \$316,939, which will be shared among 13 participating agencies.

There are no General Funds allocated or planned for this agreement.

Local Business Enterprise (LBE): Not applicable.

**Interagency Agreement for Cost-Sharing
For the Healthy Rivers & Landscapes Program Science Plan Development between
the Water Forum Office and the Regional Water Authority**

This Interagency Agreement For Cost-Sharing For the Healthy Rivers & Landscapes Program Science Plan Development between the Water Forum Office and the Regional Water Authority (“Agreement”) is made and entered into on May ____, 2026, by and between the Water Forum Office (“Water Forum”) and the Regional Water Authority (“RWA”), representing the following participants in the Healthy Rivers and Landscapes Program (“HR&L Program”): California American Water Company; Carmichael Water District; Citrus Heights Water District; City of Folsom; City of Roseville; City of Sacramento; El Dorado Irrigation District; Fair Oaks Water District; Foresthill Public Utility District; Georgetown Divide Public Utility District; Golden State Water Company; Orangevale Water Company; Placer County Water Agency; Sacramento County Water Agency; Sacramento Suburban Water District; and San Juan Water District (collectively, “American River HRL Participants”) who agree as follows:

WHEREAS, the Healthy Rivers and Landscapes Science Plan (“Science Plan”) is a necessary component of the HR&L Program and is intended to provide the framework and specific approach for assessment of the flow and non-flow measures and for addressing several important and broad-scale ecosystem management questions under the HR&L Program;

WHEREAS, the hypotheses and associated monitoring developed for the Science Plan are intended to describe a full range of potential approaches for assessing the biological and ecological outcomes of the HR&L Program;

WHEREAS, the Science Plan will inform the development of tributary, Delta, and project-specific science plans;

WHEREAS, the RWA and Water Forum will support development of the HR&L Program data management protocols and framework;

WHEREAS, through this Agreement the Water Forum and RWA will support information development, analysis and communications associated with planning for implementation of the HR&L Science Plan and overall HR&L Program; and

WHEREAS, this Agreement will support development of the Science Plan costs at Systemwide Governance Committee’s request and inform decision-making.

NOW, THEREFORE, the Parties agree as follows:

1. **Funding.** American River HRL Participants will provide their proportional annual contribution for the Science Plan. Funding will be collected by RWA and distributed to the Water Forum for support and participation in the Science Plan development and supporting tasks, from the date of Agreement execution to December 31, 2027. The pre-implementation costs are as

provided in the chart for the implementation year attached as Exhibit B. A proposed budget will be distributed at the beginning of each program year to all participants.

2. **Reimbursement.** The American River HRL Participants agree to pay the RWA for their share of the costs set forth in Exhibit B within 60 days after receipt of invoices. The RWA will invoice each American River HRL Participant one time within 45 days after the execution of this Agreement and will distribute the funds to the Water Forum within 30 days of receiving them. The Water Forum shall administer all consultant agreements and other expenses incurred during this Agreement.
3. **Implementation and Reporting.** The Water Forum shall perform the work on the HR&L Science Plan described in Exhibit A and B: Scope and Budget. The Water Forum also shall comply with the following reporting requirements:
 - Quarterly reporting on use of the funding, and associated work products, including invoices for consultant services and documented staff time. The quarterly reporting will provide the basis for reimbursement as described in Section 2 above.
 - Reporting back to the Participants, quarterly check-in meetings with Water Forum and RWA staff to provide a summary of ongoing efforts and dissemination of information produced.
4. **Subscription Program Surcharge Fees for Non RWA Members.** Per RWA Policy 500.3, the costs for a non-member, contracting entity, or associate to participate in a subscription-based program includes the following surcharges in addition to the regular subscription program fees:
 - (1) percent of the amount the participant would normally pay for RWA core dues in the year in which a program is started; and
 - (2) percent of the amount of the participant's subscription costs for the duration of the program.

Surcharge component 1 above would be assessed for each program year the non RWA agency elects to participate in. Surcharge component 2 above would be applied to each assessment collected for the program. Either of the surcharge components may be waived by the RWA Board of Directors on a case-by-case basis. The surcharge will be assessed and allocated into the RWA general fund.
5. **Modifications.** Any modifications to this Agreement shall be approved by all parties and shall not be effective until executed by all parties.
6. **Indemnity.** Each party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other party or parties, its officers and employees from any actions, liability or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the

indemnifying party, its officers or employees under this agreement.

7. **Independent Contractors.** All contractors employed during any phase of the HR&L Program are independent contractors. Contractor employees assigned to perform contract work related to the HR&L Program are, and will remain, employees of the contractor and will not be considered employees of any of the signatory agencies for any reason.
8. **Acknowledgement of Implementation.** This Agreement acknowledges that additional work will be needed for HR&L Program Implementation. This Agreement further acknowledges that an amendment may be needed for additional work under the eight-year term of the HR&L Program. Once the Science Plan is finalized, the Water Forum will estimate the level of effort and resources and provide the RWA with projected costs. RWA will coordinate with the American River HRL Participants to determine whether any modifications to this Agreement are needed.
9. **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. This Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.
10. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by RWA to the Water Forum shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.
11. **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.
12. **Privileged and Confidential Communications.**
 - (a) For purposes of this Agreement, "Joint Defense Materials" includes, but is not limited to, all communications (including communications related to the above-referenced proceedings made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law, and that are exchanged among some or all the American River HRL Participants, RWA, and/or their respective counsel in connection with their cooperative efforts related to the matters described in this Agreement's recitals.
 - (b) The American River HRL Participants and RWA will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the American

River HRL Participants and their employees and contractors as well as any counsel and consultants retained by the American River HRL Participants, or on behalf of the American River HRL Participants, for the purpose of maintaining a joint defense with respect to the matters described in this Agreement's recitals. RWA, as a public entity separate from its members, shall maintain as confidential all Joint Defense Materials within RWA as a separate public entity. Joint Defense Materials shall not be made available to RWA members that are not party to this Agreement.

- (c) Any Joint Defense Materials shared or transmitted by or between American River HRL Participants and/or RWA should be clearly designated with the label "CONFIDENTIAL: JOINT DEFENSE MATERIALS" or a substantially similar label referencing "joint defense." However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement, and shall not be construed to constitute a waiver of any privilege or other protection.
- (d) Each American River HRL Participant and RWA shall take all appropriate measures to ensure that any person who is granted access to Joint Defense Materials is familiar with the terms of this Agreement and complies with those terms.
- (e) Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining American River HRL Participants, neither an American River HRL Participant nor RWA will disclose to non-Parties any Joint Defense Materials that it has received from another American River HRL Participant or RWA.
- (f) Each American River HRL Participant and/or RWA shall notify the party that generated any Joint Defense Materials and all remaining American River HRL Participants of any request to disclose the Joint Defense Materials to any non-Party (whether pursuant to the California Public Records Act or other authority), or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Defense Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If an American River HRL Participant or RWA becomes subject to any judicial or administrative order to compel release of Joint Defense Materials, that American River HRL Participant or RWA shall promptly notify the party that generated the materials and all remaining American River HRL Participants. The purpose of these notifications is to provide the party that generated the Joint Defense Materials or any remaining American River HRL Participant an opportunity to take such steps as they may deem appropriate to protect the Joint Defense Materials.
- (g) The sharing of Joint Defense Materials among the American River HRL Participants and/or RWA is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine, deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.
- (h) Execution of this Agreement constitutes the mutual agreement of the American River HRL

Participants and RWA that any sharing of Joint Defense Materials among themselves is, pursuant to Evidence Code section 912, subdivision (d), and other applicable authorities, reasonably necessary for the accomplishment of the American River HRL Participants' and RWA's common purposes as described in this Agreement. Any sharing of Joint Defense Materials among the American River HRL Participants and/or RWA is in reliance on this Agreement and the protections that arise from the parties' common interests related to the matters described in Recital B to this Agreement.

- (i) All Parties hereby acknowledge that those parties participating in a Bay-Delta Proceeding subgroup, as identified by Exhibits A-C, shall share Joint Defense Materials only with other parties participating in that subgroup unless authorized by that subgroup's steering committee. Nothing herein shall entitle an American River HRL Participant to access Joint Defense Materials that relate solely to a Bay-Delta Proceeding subgroup in which that American River HRL Participant is not actively participating and sharing in costs as set forth in Exhibits A-C. All Parties further acknowledge that American River HRL Participants not participating in a Bay-Delta Proceeding subgroup identified in Exhibits A-C retain discretion to take positions that may not align with the common interests of the American River HRL Participants that are participating in a Bay-Delta Proceeding subgroup and that such an eventuality does not waive or invalidate the common interests expressed in this Agreement.
- (j) If an American River HRL Participant or RWA withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Defense Materials that the party received or sent during the time period when that party was a party to this Agreement, including without limitation the duty to maintain those materials' confidentiality under Section 8(b).
- (k) If this Agreement is terminated for any reason, the Joint Defense Materials shared pursuant to this Agreement shall remain subject to all privileges cited herein and any other applicable confidentiality protections.

13. Attorney-Client Relationships. The American River HRL Participants and RWA are represented by their respective legal counsel in connection with the above-referenced proceedings. A party's legal counsel will not have an attorney-client relationship with any other party to this Agreement as a result of that legal counsel's participation in discussions and actions related to the parties' cooperative efforts on the above-described proceedings. Similarly, no legal counsel will have a duty of loyalty or confidentiality to any other American River HRL Participant or RWA other than that legal counsel's specific client(s), and consequently, no American River HRL Participant may seek to disqualify the legal counsel for another American River HRL Participant as a result of the legal counsel's participation in discussions and actions related to the parties' cooperative efforts under this Agreement.

14. Representations. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

15. **Entire Agreement.** This Agreement and any later-approved amendments or exhibits constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
16. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where RWA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.
17. **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Regional Water Authority

Attn: Michelle Banonis, Manager of Strategic Affairs
CC: Ashley Flores, Associate Project Manager
Regional Water Authority
2295 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
E-mail: mbanonis@rwah2o.org CC: aflores@rwah2o.org

Water Forum Office

Attn: Ashlee Casey, Executive Director
1330 21st Street, Suite 103
Sacramento, CA 95811
E-mail: acasey@waterforum.org

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

18. **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Regional Water Authority:

Water Forum Office:

Dated: _____

Dated: _____

By:

By:

Jim Peifer, Executive Director

Ashlee Casey, Executive Director

Participating Agencies:

California American Water Company

Carmichael Water District

Citrus Heights Water District

City of Folsom

City of Roseville

City of Sacramento

El Dorado Irrigation District

Fair Oaks Water District

Foresthill Public Utility District

Georgetown Divide Public Utility District

Golden State Water Company

Orangevale Water Company

Placer County Water Agency

Sacramento County Water Agency

Sacramento Suburban Water District

San Juan Water District

Exhibit A
Water Forum HR&L Habitat and Science Support
Project Scope and Budget

Pre-Implementation Scope and Cost: Expected level of effort to complete foreseeable habitat and science planning tasks from current date through to HR&L adoption/implementation, which is uncertain but is estimated to be up to 18 months from current date for cost estimating purposes.

Estimated costs include Water Forum Program Manager hours and consulting costs for additional technical support and are based on necessary resources and level of effort for the past 3+ years.

1) Water Forum and Consultant Team Coordination - \$37,326

- a. Up to 26 biweekly coordination meetings to ensure timely and effective engagement of specialist team members and integration with WF and RWA staff on HR&L-related tasks described in subsequent bullets.

2) HR&L Science Committee and Technical Subgroup Participation - \$38,740

The Science Committee is a separate body from the HR&L Systemwide Governance Committee (SWGCG) and informs SWGCG on science direction and scope, for: 1) understanding the outcome of the HR&L Flow and Non-flow Measures, 2) tracking and reporting progress relative to the metrics in the Science Plan, 3) reducing management-relevant uncertainty; 4) providing recommendations on adjusting management actions to the SWGCG and Tributary/Delta Governance Entities, 5) identify and develop deliverables, plans, and schedules as necessary to support the Science Committee's ability to fulfill its responsibilities; coordinate and implement peer-review of relevant Science Program products, including plans, reports, and periodic science syntheses; 6) and develop and oversee implementation of a cohesive framework and collaborative platform for gathering data on and understanding outcomes of Flow and Non-flow Measures, including coordinated monitoring approaches.

- a. Up to 26 Committee meetings (biweekly - periodic holiday cancellations, etc.).
- b. Up to 26 periodic Science Committee subgroup meetings and prep (biological targets, data management, habitat implementation, or other)

3) HR&L Program Science Plan Development - \$29,677

The HR&L Program Science Plan is to provide the framework and specific approach for assessment of the Flow and Non-Flow Measures and for addressing several important and broad-scale ecosystem management questions under HR&L. The hypotheses and associated monitoring developed for the HR&L Program Science Plan are intended to describe a full range of potential approaches for assessing the biological and ecological outcomes of the

HR&L Program. This Science Plan will inform the development of tributary, Delta, and project-specific Science Plans.

- a. Support development and finalization of HR&L Program Science Plan, hypotheses and identifying which are applicable, necessary, and feasible to test on the LAR.
- b. Support development of Program data management protocols and framework.
- c. Support development of Program Science Plan costs at Systemwide Governance Committee's request and inform decision-making.

4) LAR Tributary-Specific Science Plan Development - \$83,367

- a. Supporting development, review, and finalization of LAR Science Plan hypotheses, evaluation of existing information and its applicability to meet requirements, and identification of data needs.
 - i. Includes evaluation of flow action effects on habitat function.
- b. Responding to peer-review and CDFW/SWRCB comments on LAR-specific plan.
- c. Coordination with non-Water Forum entities that govern data collection/reporting on the LAR to address hypotheses and data needs (PSMFC, CDFW, etc.).
- d. Development of LAR data management protocols and framework.
- e. Development of LAR Science Plan implementation costs.

5) HR&L Executive Team Briefings, Panel Discussions, Conference Presentations, or Progress Reports - \$12,002

- a. 6 presentations, as requested by RWA, DWR, NCWA, etc. to highlight or report on LAR habitat and science actions and progress toward MOU commitments.

6) HR&L Ad Hoc Meeting Participation and Preparation - \$14,667

- a. 6 periodic meetings associated with habitat tracking, accounting, planning and DWR Executive and inter-tributary coordination to support SWRCB engagement, understanding, or other needs associated with preparation for implementation of the HR&L program.
 - i. For example, in November 2024 a group of 20 tributary leads (or others associated with implementation) were convened to discuss a habitat accounting case study.
 - ii. Subgroups periodically convene to discuss funding, construction, timelines, regulatory needs, and comments.

7) SWRCB Program of Implementation (POI) Review and Discussions- \$44,439

- a. Assumes review of 2 POI drafts, developing comments, and/or supporting associated SWRCB engagement.
- b. Including any analysis, modeling, or data review to support informed comments and/or discussions with SWRCB staff.

8) Habitat Suitability Analysis and Habitat Accounting Evaluation - \$44,390

- a. Evaluation of POI workflows using LAR specific habitat and/or monitoring data.
- b. Preliminary evaluation of Early Implementation Project credit under draft POIs.

9) Post-Implementation Cost Estimation and Refinement for Full-Suite of HR&L Habitat and Science Actions - \$12,330

- a. Develop costs for implementation of LAR HR&L Science Plan monitoring, data synthesis, reporting and other foreseeable needs after SWRCB adoption.

Total Pre-Implementation Cost Estimate - \$316,939

Post-SWRCB Adoption (Implementation) Items: Once Program and Tributary Science Plans are complete and a Program of Implementation has been adopted, additional tasks and processes will commence. These items include but are not limited to the following known or foreseeable activities:

- Coordination with Science Committee and Systemwide Governance Committee
- Continue habitat planning, design and construction to meet or exceed MOU commitments
 - Pre- and post-project monitoring of constructed habitat
- Science data management plan development and administration
 - HR&L Program
 - LAR tributary specific
- Accounting and Tracking for Non-Flow (habitat) Measures
 - Fisheries
 - Habitat utilization assessments
 - Habitat effectiveness assessments
 - Habitat accounting (physical)
 - Suitability assessments
 - Habitat consistency assessments – relating back to information in SWRCB Scientific Basis Report Supplement (2023)
 - Documentation of credit for MOU-committed habitat
- Analysis and Reporting
 - Data analysis, synthesis and testing of Science Plan hypotheses
 - Develop and inform adaptive management strategies, as needed
 - Annual reporting
 - Triennial synthesis reporting
 - Support communication and engagement with Science Committee and SWRCB for triennial reporting workshops

Exhibit B
Fee Schedule By Participating Agency

Total WF Pre-Implementation Costs: \$ 316,939.00					
AGENCY	DIVERSIONS Post-1914 CVP/Warren Act Diversions	Pre-1914 & Non-Project Diversions	Total Diversions (AF/yr)	Percentage of Total Average Annual Diversions	WF Costs Distributed According to Percentage of Total Diversions
Roseville	30,000	-	30,000	8%	26,731
Folsom	3,000	15,000	18,000	5%	16,039
SCWA	7,000	7,000	14,000	4%	12,474
EID	3,000	32,000	35,000	10%	31,186
SJWD Consortium	7,800	31,000	38,800	11%	34,572
PCWA	-	110,000	110,000	31%	98,013
Cal American	-	2,700	2,700	1%	2,406
Golden State WC	-	5,000	5,000	1%	4,455
Carmichael WD	-	5,800	5,800	2%	5,168
City of Sacramento	-	77,400	77,400	22%	68,966
SSWD	8,000	-	8,000	2%	7,128
FPUD	-	1,500	1,500	0%	1,337
GDPUD	-	9,500	9,500	3%	8,465
Total:	58,800	296,900	355,700	100%	\$ 316,939.00

Date	May 4, 2026
To	Erica Bishop, Sacramento Water Forum
From	Chris Hammersmark, Verdantas Inc.
Subject	Scope and Budget Proposal
Proposal	066.P000047206 – Lower American River Healthy Rivers and Landscapes Program Technical Support FY27

Introduction

At the request of the Sacramento Water Forum, Verdantas submits this scope and budget to provide technical support services related to the California State Water Control Board's Healthy Rivers and Landscapes (HRL) Program. Anticipated activities and level of effort for each phase of work are described below.

Scope Of Work

Phase 1 – Water Forum and Consultant Team Coordination

- a. Up to 26 biweekly coordination meetings to ensure timely and effective engagement of specialist team members and integration with WF and RWA staff on HR&L-related tasks described in subsequent bullets.

Phase 2 – HR&L Science Committee and Technical Subgroup Participation

The Science Committee is a separate body from the HR&L Systemwide Governance Committee (SWGCG) and informs SWGCG on science direction and scope, for: 1) understanding the outcome of the HR&L Flow and Non-flow Measures, 2) tracking and reporting progress relative to the metrics in the Science Plan, 3) reducing management-relevant uncertainty; 4) providing recommendations on adjusting management actions to the SWGCG and Tributary/Delta Governance Entities, 5) identify and develop deliverables, plans, and schedules as necessary to support the Science Committee's ability to fulfill its responsibilities; coordinate and implement peer-review of relevant Science Program products, including plans, reports, and periodic science syntheses; 6) and develop and oversee implementation of a cohesive framework and collaborative platform for gathering data on and understanding outcomes of Flow and Non-flow Measures, including coordinated monitoring approaches.

- a. Up to 26 Committee meetings (biweekly - periodic holiday cancellations, etc.).
- b. Up to 26 periodic Science Committee subgroup meetings and prep (biological targets, data management, habitat implementation, or other).
- c. Budget has been provided to attend up to 4 in person meetings.

Phase 3 – HR&L Program Science Plan Development

The HR&L Program Science Plan is to provide the framework and specific approach for assessment of the Flow and Non-Flow Measures and for addressing several important and broad-scale ecosystem management questions under HR&L. The hypotheses and associated monitoring developed for the HR&L Program Science Plan are intended to describe a full range of potential approaches for assessing the biological and ecological outcomes of the HR&L Program. This Science Plan will inform the development of tributary, Delta, and project-specific Science Plans.

- a. Support development and finalization of HR&L Program Science Plan, hypotheses and identifying which are applicable, necessary, and feasible to test on the LAR.
- b. Support development of Program data management protocols and framework.
- c. Support development of Program Science Plan costs at Systemwide Governance Committee's request and inform decision-making.

Phase 4 – LAR Tributary-Specific Science Plan Development

- a. Supporting development, review, and finalization of LAR Science Plan hypotheses, evaluation of existing information and it's applicability to meet requirements, and identification of data needs.
 - i. Includes evaluation of flow action effects on habitat function.
- b. Responding to peer-review and CDFW/SWRCB comments on LAR-specific plan.
- c. Coordination with non-Water Forum entities that govern data collection/reporting on the LAR to address hypotheses and data needs (PSMFC, CDFW, etc.).
- d. Development of LAR data management protocols and framework.
- e. Development of LAR Science Plan implementation costs.

Phase 5 – HR&L Executive Team Briefings, Panel Discussions, Conference Presentations, or Progress Reports

- a. 6 presentations, as requested by RWA, DWR, NCWA, etc. to highlight or report on LAR habitat and science actions and progress toward MOU commitments.

Phase 6 – HR&L Ad Hoc Meeting Participation and Preparation

- a. 6 periodic meetings associated with habitat tracking, accounting, planning and DWR Executive and inter-tributary coordination to support SWRCB engagement, understanding, or other needs associated with preparation for implementation of the HR&L program.

- ii. For example, in November 2024 a group of 20 tributary leads (or others associated with implementation) were convened to discuss a habitat accounting case study.
- iii. Subgroups periodically convene to discuss funding, construction, timelines, regulatory needs, and comments.

Phase 7 – SWRCB Program of Implementation (POI) Review and Discussions

- a. Assumes review of 2 POI drafts, developing comments, and/or supporting associated SWRCB engagement.
- b. Including any analysis, modeling, or data review to support informed comments and/or discussions with SWRCB staff.

Phase 8 – Habitat Suitability Analysis and Habitat Accounting Evaluation

- a. Evaluation of POI workflows using LAR specific habitat and/or monitoring data.
- b. Preliminary evaluation of Early Implementation Project credit under draft POIs.

Phase 9 – Post-Implementation Cost Estimation and Refinement for Full-Suite of HR&L Habitat and Science Actions

- a. Develop costs for implementation of LAR HR&L Science Plan monitoring, data synthesis, reporting and other foreseeable needs after SWRCB adoption.

Proposed Budget and Schedule

Verdantas proposes to perform these services on a time and materials basis. The estimated labor cost to perform Phases 1-9 is \$111,318.25 with \$55.10 in reimbursable expenses as shown in the attached budget detail. Verdantas staff will work with Water Forum staff and other consultants to provide the work products identified. Level of effort for each phase of work will not exceed the allocated budget.

Attachment 1:
Budget Detail

PRELIMINARY ESTIMATED PROJECT BUDGET SUMMARY

**LAR HR&L Program Technical Support FY27
Proposal # 066.P000047206**

Phase #	Task Description		Subtotal
1	WF and Consultant Team Coordination	\$	8,671.00
2	Science Committee Participation	\$	8,170.75
3	HR&L Science Plan Development	\$	7,489.50
4	LAR Tributary-Specific Science Plan Development	\$	13,152.00
5	Exec. Team Briefings, Pannel Disc., Conf. Pres., Prog. Brf.	\$	3,097.00
6	Ad Hoc Meeting Participation	\$	5,336.00
7	Program of Implementation Review	\$	24,300.00
8	Habitat Suitability Analysis and Accounting	\$	34,740.00
9	Cost Estimation and Refinement	\$	6,362.00
		Labor Fee \$	111,318.25
		Reimbursables \$	55.10
		Subconsultant(s) \$	-
		Total Project Budget \$	111,373.35

ESTIMATED LABOR FEES FOR 2026

LAR HR&L Program Technical Support FY27

Proposal # 066.P000047206

Phase #	Phase Description	Director	Senior Ecoengineer I Senior Ecohydrologist I	Ecoengineer II Ecohydrologist II	Ecoengineer I Ecohydrologist I	Subtotal Labor Hours Per Task	Subtotal Labor Fee Per Task
	<i>2026 Rates</i>	\$327	\$228	\$210	\$183		
1	WF and Consultant Team Coordination	13				13	\$ 4,251.00
2	Science Committee Participation	12.25				12.25	\$ 4,005.75
3	HR&L Science Plan Development	7.00	3.25	3.25		13.5	\$ 3,712.50
4	LAR Tributary-Specific Science Plan Development	12		12		24	\$ 6,444.00
5	Exec. Team Briefings, Pannel Disc., Conf. Pres., Prog. Brf.	4		1		5	\$ 1,518.00
6	Ad Hoc Meeting Participation	8				8	\$ 2,616.00
7	Program of Implementation Review	30		10		40	\$ 11,910.00
8	Habitat Suitability Analysis and Accounting	10		35	35	80	\$ 17,025.00
9	Cost Estimation and Refinement	2	6		6	14	\$ 3,120.00
		98.25	9.25	61.25	41	209.8	\$ 54,602.25

* Unless expressly provided for within the contract, rates are subject to increase annually January first.

ESTIMATED LABOR FEES FOR 2027

LAR HR&L Program Technical Support FY27

Proposal # 066.P000047206

Phase #	Phase Description	Director	Senior Ecoengineer I Senior Ecohydrologist I	Ecoengineer II Ecohydrologist II	Ecoengineer I Ecohydrologist I	Subtotal Labor Hours Per Task	Subtotal Labor Fee Per Task
	<i>2027 Rates</i>	\$340	\$237	\$219	\$190		
1	WF and Consultant Team Coordination	13				13	\$ 4,420.00
2	Science Committee Participation	12.25				12.25	\$ 4,165.00
3	HR&L Science Plan Development	6.75	3.25	3.25		13.25	\$ 3,777.00
4	LAR Tributary-Specific Science Plan Development	12		12		24	\$ 6,708.00
5	Exec. Team Briefings, Pannel Disc., Conf. Pres., Prog. Brf.	4		1		5	\$ 1,579.00
6	Ad Hoc Meeting Participation	8				8	\$ 2,720.00
7	Program of Implementation Review	30		10		40	\$ 12,390.00
8	Habitat Suitability Analysis and Accounting	10		35	35	80	\$ 17,715.00
9	Cost Estimation and Refinement	2	6		6	14	\$ 3,242.00
		98	9.25	61.25	41	209.5	\$ 56,716.00

* Unless expressly provided for within the contract, rates are subject to increase annually January first.

ESTIMATED REIMBURSABLE EXPENSES

LAR HR&L Program Technical Support FY27

Proposal # 066.P000047206

Item Description	Quantity	Unit Cost	Item Cost
Mileage	76 miles	0.725 /mile	\$ 55.10
Parking	trip	/trip	\$ -
Lodging	day(s)	/day	\$ -
Per Diem	day(s)	/day	\$ -
Airfare	day(s)	/day	\$ -
Field Truck (100 miles free daily)	day(s)	125.00 /day	\$ -
ATV (Fuel at Cost)	day(s)	200.00 /day	\$ -
Inflatable Kayak	day(s)	50.00 /day	\$ -
16-ft Jet Boat w/ 40 HP Outboard (Fuel at Cost)	day(s)	250.00 /day	\$ -
21-ft Jet Boat w/ 310 HP Inboard (Fuel at Cost)	day(s)	350.00 /day	\$ -
Acoustic Doppler Current Profiler w/ Trimaran	day(s)	450.00 /day	\$ -
Robotic Total Station	day(s)	225.00 /day	\$ -
Survey Grade RTK GPS (Receiver + Network Subscription)	day(s)	350.00 /day	\$ -
Water Level Pressure Transducer	month(s)	250.00 /month	\$ -
Temperature	month(s)	225.00 /month	\$ -
Software Lease	month(s)	/month	\$ -
Copying / Production			\$ -
Courier / Delivery			\$ -
Archiving / Documentation			\$ -
		Subtotal Reimbursables	\$ 55.10
		Total Reimbursables	\$ 55.10

Healthy Rivers and Landscapes Science Support for the Lower American River

2026-2027

Under this scope, Cramer Fish Sciences (CFS) will support Water Forum and Regional Water Authority to develop the tributary Science Plan and support the Healthy Rivers and Landscapes (HR&L) Science Committee to develop Program-wide approaches to collaborative monitoring based on best available science to answer population-level study hypotheses.

Task 1. Team Coordination

Under this task, CFS will participate in up to 26 biweekly coordination meetings to ensure timely and effective engagement among technical team members and integration with WF and RWA staff on HR&L-related tasks described in subsequent tasks.

Task 2. HR&L Science Committee and Technical Subgroup Participation

The Science Committee is a separate body from the HR&L Systemwide Governance Committee (SWG) and informs SWGC on science direction and scope, for: 1) understanding the outcome of the HR&L Flow and Non-flow Measures, 2) tracking and reporting progress relative to the metrics in the Science Plan, 3) reducing management-relevant uncertainty; 4) providing recommendations on adjusting management actions to the SWGC and Tributary/Delta Governance Entities, 5) identify and develop deliverables, plans, and schedules as necessary to support the Science Committee's ability to fulfill its responsibilities; coordinate and implement peer-review of relevant Science Program products, including plans, reports, and periodic science syntheses; 6) and develop and oversee implementation of a cohesive framework and collaborative platform for gathering data on and understanding outcomes of Flow and Non-flow Measures, including coordinated monitoring approaches.

Under this task, CFS will participate in up to 26 Committee meetings and up to 26 periodic Science Committee subgroup meetings, including preparation of presentations and materials to inform decisions related to biological targets, data management, habitat implementation, or other topics.

Task 2 budget includes mileage for travel to and from up to four HR&L-related in-person meetings.

Task 3. HR&L Program Science Plan Development

The HR&L Program Science Plan provides the framework and specific approach for assessment of the Flow and Non-Flow Measures and for addressing several important and broad-scale ecosystem management questions under HR&L. The hypotheses and associated monitoring developed for the HR&L Program Science Plan are intended to describe a full range of potential approaches for assessing the biological and ecological outcomes of the HR&L Program. This Science Plan will inform the development of tributary, Delta, and project-specific Science Plans.

Under this task, CFS will support development and finalization of HR&L Program Science Plan, hypotheses and identifying which are applicable, necessary, and feasible to test on the LAR. This

includes supporting development of Program data management protocols and framework and developing Program Science Plan costs at Systemwide Governance Committee's request to inform decision-making.

Task 4. LAR Tributary-Specific Science Plan Development

Under this task, CFS will support development, review, and finalize LAR Science Plan hypotheses, evaluate existing information and its applicability to meet requirements, and identify data needs. Specific responsibilities include responding to peer-review and CDFW/SWRCB comments on LAR-specific plan, coordinating with non-Water Forum entities that govern data collection/reporting on the LAR to address hypotheses and data needs (PSMFC, CDFW, etc.), developing LAR data management protocols and framework, and developing LAR Science Plan implementation costs.

Task 5. HR&L Executive Team Briefings, Panel Discussions, Conference Presentations, or Progress Reports

Under this task, CFS will support development of up to 6 presentations, as requested by RWA, DWR, NCWA, etc. to highlight or report on LAR habitat and science actions and progress toward MOU commitments.

Task 6. HR&L Ad Hoc Meeting Participation and Preparation

Under this task, CFS will participate in up to six periodic meetings associated with habitat tracking, accounting, planning and DWR Executive and inter-tributary coordination to support SWRCB engagement, understanding, or other needs associated with preparation for implementation of the HR&L program. Subgroups periodically convene to discuss funding, construction, timelines, regulatory needs, and comments.

Task 7. SWRCB Program of Implementation (POI) Review and Discussions

Under this task, CFS will support review of 2 POI drafts, developing comments, and/or supporting associated SWRCB engagement. This includes analysis, modeling, or data review to support informed comments and/or discussions with SWRCB staff.

Task 8. Habitat Suitability Analysis and Habitat Accounting Evaluation

CFS will support evaluation of POI workflows using LAR specific habitat and/or monitoring data, including a preliminary evaluation of Early Implementation Project credit under draft POIs. CFS assumes Verdantas will lead this task and we will provide biological support.

Task 9. Post-Implementation Cost Estimation and Refinement for Full-Suite of HR&L Habitat and Science Actions

Under this task, CFS will help develop costs for implementation of LAR HR&L Science Plan monitoring, data synthesis, reporting and other foreseeable needs after SWRCB adoption.

Deliverables	Completion date
Meeting participation, presentations, agency coordination, document review, Science Plan development, HR&L cost development, and other items, as needed.	Ongoing

Estimated Project Budget Summary

Objectives and Tasks	Subtotals
Task 1. WF and HR&L Consultant Team Coordination	\$20,971
Task 2. HR&L Science Committee and Technical Subgroup Participation	\$15,201
Task 3. HR&L Program Science Plan Development	\$15,856
Task 4. HR&L LAR Tributary-specific Science Plan Development	\$56,134
Task 5. Executive Team Briefings, Panel Discussions, Conference Presentations, Progress Briefings	\$7,490
Task 6. HR&L Ad Hoc Meeting Participation and Preparation	\$4,208
Task 7. SWRCB Program of Implementation Review	\$14,274
Task 8. Habitat Suitability Analysis and Habitat Accounting Pre-Implementation Evaluation	\$4,537
Task 9. Post-Implementation Cost Estimation and Refinement for Full Suite of Foreseeable HR&L Habitat and Science Actions	\$4,684
Labor fee	\$143,290
Reimbursables	\$64
Total project budget	\$143,354

Hourly Rates

Position	Current 2026 hourly rate	Projected 2027 hourly rate*
Bio Tech II	\$85	\$88
Senior Technician	\$100	\$104
Biologist I	\$129	\$134
Data Steward I	\$130	\$135
Biologist II	\$146	\$151
Senior Biologist	\$173	\$179
Data Stewardship Manager	\$173	\$179
Senior Biometrician	\$194	\$201
Senior Scientist	\$222	\$230
Senior Geneticist	\$282	\$292
Principal Scientist	\$295	\$305

* Cramer Fish Sciences rates are subject to annual increase on January 1. Projected rates reflect a predicted 3.5% increase.

Estimated Labor Fees

	Estimated hours*					
Current 2026 Rates	\$230	\$194	\$173	\$146		
Projected 2027 Rates	\$238	\$200	\$179	\$151		
Objectives and Tasks	Sr. Scientist	Sr. Biometrician	Sr. Biologist	Biologist II	Labor hours	Labor subtotal
Task 1. WF and HR&L Consultant Team Coordination	70	0	26	0	96	\$20,939
Task 2. HR&L Science Committee and Technical Subgroup Participation	59	0	8	0	67	\$15,201
Task 3. HR&L Program Science Plan Development	34	8	36	0	78	\$15,856
Task 4. HR&L LAR Tributary-specific Science Plan Development	116	40	120	0	276	\$56,102
Task 5. Executive Team Briefings, Panel Discussions, Conference Presentations, Progress Briefings	20	0	16	0	36	\$7,490
Task 6. HR&L Ad Hoc Meeting Participation and Preparation	18	0	0	0	18	\$4,208
Task 7. SWRCB Program of Implementation Review	24	12	24	14	74	\$14,274
Task 8. Habitat Suitability Analysis and Habitat Accounting Pre-Implementation Evaluation	4	4	16	0	24	\$4,537
Task 9. Post-Implementation Cost Estimation and Refinement for Full Suite of Foreseeable HR&L Habitat and Science Actions	8	0	16	0	24	\$4,684
Labor total	353	64	262	14	693	\$143,290

*2026 and 2027 rates applied in equal proportion across total hours.

Estimated Reimbursable Expenses

Item Description	Quantity	Unit Cost	Item Cost
Mileage (meetings)	88 miles	\$0.73/mile	\$ 64