



**Joint Meeting of the Boards
Aquatic Science Center and San Francisco Estuary Institute**

Friday, March 11, 2016 Time: 10:00 am – 2:00 pm

**San Francisco Estuary Institute
4911 Central Avenue, Richmond, CA 94804**

Number: 1.415.655.0381 - Access Code: 664-310-209#

AGENDA
Joint Business

1.	Call to Order SFEI Roll Call and Determination of Quorum ASC Roll Call and Determination of Quorum Review and Approval of Agenda – ASC Board Review and Approval of Agenda – SFEI Board	10:00 am Jim Fiedler
2.	Public Comment	10:10 am Jim Fiedler
3.	Action: Consent Items <i>Attachment 1 – Dec. 11, 2015 Meeting Minutes and Action Items – page 3</i> <i>Attachment 2 – Quarterly Newsletter – page 6</i> Desired Outcome: Approval of Consent Items - Vote by ASC Board - Vote by SFEI Board	10:15 am Jim Fiedler
4.	Executive Director Report <i>Attachment 3 – Executive Director's Report – page 11</i>	10:35 am Warner Chabot
5.	Program Report Program Updates on: a. South Bay Google Project b. SF Bay Shoreline Inventory c. Microfibers	10:50 am Program Directors
6.	Report on Executive Committee of February 5, 2016 <i>Attachment 4 – Draft Minutes of Feb 5, 2016 Meeting – page 14</i> Desired Outcome: Confirm Executive Committee Actions	11:50 am Jim Fiedler
7.	Board Member Reports	Noon Board Members
8.	Adjourn Joint Business Meeting and Call ASC Meeting to Order	Noon
	LUNCH	12:10 – 12:40 pm

San Francisco Estuary Institute Business Meeting

SFEI 1.	Action: Operations and Program Plan Update <i>Attachment 5 – Financials – page 15</i> <i>Attachment 6 – FY16 Q3 Updated Program Plan – page 19</i> Desired Outcome: Accept Financials and Approve Updated Program Plan	12:40 pm Warner Chabot
SFEI 2.	Adjourn SFEI Meeting	12:50 pm

Aquatic Science Business Meeting

ASC 1.	Action: MOA <i>Attachment 7 – MOA Delta Regional Monitoring Program – page 22</i> Desired Outcome: Informational Only	12:50 pm Warner Chabot
ASC 2.	Adjourn ASC Meeting	1:05 pm

SFEI Future Agenda Items:

Consider Business model options
Board Retreat

ASC Future Agenda Items:

Ethics training

Upcoming Board Meetings

- July 22
- September 9
- December 9



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Attachment 1

**Draft Meeting Minutes of the
Aquatic Science Center and the San Francisco Estuary Institute
Board of Directors
December 11, 2015**

Directors Present or participating by phone:

Director Name	Board Position	Representation	Affiliation	ASC	SFEI
Mitch Avalon	Member			X	X
Jim Kelly	Member	Management	GM Contra Costa County Sanitary District - retired	X	X
Jim Ervin	Alt for				
Skyli McAfee	Member		The Nature Conservancy	X	X
Laura Pagano	Member	RMP, BACWA	San Francisco Public Utilities Commission, Wastewater Enterprise	X	X
Victoria Whitney	Member	Regulatory - SWRCB	State Water Resources Control Board	X	X
Barbara Salzman	Member	Environmental	Marin Audubon Society	X	X
Prabhakar Somavarapu	Member	Management	Sacramento Regional County Sanitation District, Sac Area Sewer District	X	X
Kirsten Struve	Alt for Dave Williams	RMP - BACWA	City of Palo Alto	X	
Dave Tucker	Member	Management	City of San Jose - Retired	X	X
Tim Vendlinski	Member (non-voting)	Regulatory - EPA	EPA Pacific Southwest Region	X	X
Dave Williams	ASC Chair	RMP - BACWA		X	X
Jim Wheaton	Member			?	X
Dyan Whyte	Member	Regulatory - RB2	??	X	

Others Present:

Warner Chabot
Phil Trowbridge
Lester McKee
Dave Senn
Rebecca Sutton
Jennifer Hunt,
Jing Wu
Phil Bresnahan
Lawrence Leung
Joanne Cabling

Joint Business Meeting

1. **Call to order, determination of quorum, review and approval of agenda for Joint Board and individual ASC and SFEI business.** - The Meeting was called to order at 10:03 AM. The agenda was approved.
2. **Introduction**
Each present board member gave an introduction about themselves to the new board members. Victoria Whitney and Tim Vendlinski each announced their retirement.
3. **Public Comment** - None
4. **Action: Consent Items** - September 11, 2015. Meeting Minutes and Action Items were presented to the Board. Comments on action items lists were made by David Williams on what period of time does an action item appear in the minutes. Dyan Whyte also recommended to add the discussion about Board meeting dates to the September 11 minutes. Jim Kelly also recommended to add an action item of meeting with the State Board to calculate overhead rate. Motion to approve was moved by Dave Tucker, seconded by Barbara Salzman. Board approved.
5. **Executive Director's Report** - Warner Chabot...
6. **Program Updates** - The following presentations were made to the Board of Directors.
Dr. Letitia Grenier - Bayland Habitat Goals,
Dr. Rebecca Sutton - Microplastics in the Bay
Dr. Jing Wu and Jennifer Hunt - GreenPlan-IT
Dr. Phil Bresnan - Nutrients in the Bay
7. **Adjourn Joint Business Meeting and Start SFEI Business meeting.**
8. **SFEI 1 - Financials and Program Plan Update** - Lawrence Leung gave an update on new ASC projects. Motion to approve was moved by Jim Kelly, seconded by Prabhakar Somuvarapu. Board approved.
9. **Adjourn SFEI meeting. Call ASC meeting to Order.**
10. **ASC - Financials and Program Plan Update.** - Lawrence Leung presented. Financial Summary to the Board. Motion to approve was moved by Jim Kelly seconded by David Tucker. Board approved.
11. **SFEI 2 - ADJOURN SFEI MEETING**
12. **Other items -**
Suggestions on additional agenda items for next Board meeting
 - Update on South Bay Google projects

- Ethics Training
ASC members to complete Ethics training. A link and more information will be sent out via email.
- Form 700
- Board Retreat - Warner Chabot recommended to have a combined Board Retreat and Board Meeting on the same day at another location other than SFEI. He suggested the Brower Center in Berkeley. Laura Pagano commented that the combined Board retreat/Board meeting may need to be a span of 2 or more days. The Board asked Warner Chabot for a draft agenda for the retreat/meeting before the decision is made.
- Tentative Board meetings for 2016
 - March 11
 - July 22
 - September 9
 - December 9

13. Meeting Adjourned at 1:45PM

Attachment 2www.sfei.org • Spring • 2016[View this email in your browser](#)www.sfei.org

At SFEI, we are engaged in over 30 major projects throughout the S.F. Bay Area and Delta region on a wide range water quality and landscape monitoring, assessment and ecological planning efforts. Our goal is to always provide the best available science to decision makers.

In addition, the past year has seen a continued expansion of the number and scope of “regional” initiatives throughout the San Francisco Bay Area to address the global challenge of climate change and sea level rise. On each of these regional initiatives, SFIE has been asked to provide the essential science and scientific tools.

We’re proud to work with creative and dynamic leaders in the public, private, academic and NGO sector. Given the outstanding talent and resource of our many colleagues,

there is no reason why the Bay Area shouldn't be the international model for how an urban region adapts to climate change and sea level rise. At SFEI, we're committed to make that vision a reality

Here are a few examples of our efforts to make the Bay Area a more resilient, vibrant, and ecologically healthy community for the next 50-100 years.

Sincerely,



Warner Chabot
Executive Director

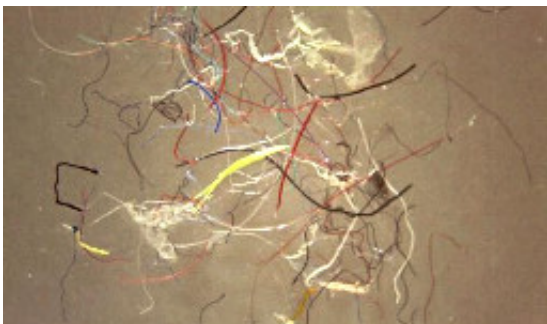
CLEAN WATER

Statewide Survey Finds Fish-Eating Birds At Risk from Mercury in Many Lakes



As part of the statewide bioaccumulation monitoring program led by Jay Davis of SFEI, SWAMP has released findings from the first statewide survey of contaminants in wildlife from California waters. The survey found that mercury concentrations in the blood of two closely related species of grebes were high enough to potentially translate to harmful impacts on their reproduction in over half of the 25 lakes sampled. ... [more >](#)

Estuary News features RMP study on microplastic pollution



December's issue of Estuary News features an article, "Unhealthy Fiber in Bay Diet," that highlights the surprising result of a preliminary study of Bay microplastic pollution, which suggested that San Francisco Bay has higher levels of microplastic than other major urban waterbodies in the US for which data are available ... [more >](#)

Hot off the Press: The Mooring Report



The Mooring Report is the new monthly e-newsletter from San Francisco Estuary Institute's Nutrients Team. It directly links to a web article containing interactive versions of the graphics you receive in the email and

preliminary analyses of some of our favorite discoveries. We wish to take this opportunity to update you on our progress and solicit your feedback. Please [sign up](#) to receive future editions of The Mooring Report ... [more >](#)

ENVIRONMENTAL INFORMATICS

SFEI provides perspective on emerging harmful bacterial blooms in the State's larger waterbodies



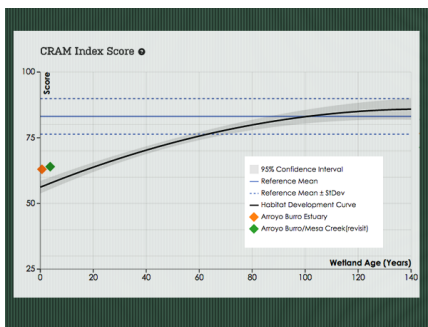
The State has contracted SFEI to provide intellectual, scientific, and technical resources to support its efforts to monitor and report on the ever-growing problem of cyanobacterial blooms in its lakes and rivers. These blooms are such a serious concern because they can generate harmful toxins which can threaten wildlife, livestock, pets, and in certain cases, human life... [more >](#)

CRAM BBE module now available!



The new Bar-built Estuarine (BBE) module is now available for trained practitioners to upload their CRAM assessments... [more >](#)

Get on the curve: Habitat Development Curves help determine whether on-the-ground projects are doing well relative to ecosystem goals.



Habitat Development Curves (HDCs) are used to determine the developmental status and trajectory of on-the-ground projects to create, restore, or enhance California wetland and stream habitats... [more >](#)

RESILIENT LANDSCAPES

Historical Ecology Featured by NY Times and KTVU



SFEI's pioneering Resilient Landscapes program was the subject of a feature story in the NYT Science Times, January 25. In a local story, KTVU's Steve Paulson interviewed Robin Grossinger and Erin Beller to learn how their historical ecology work in Napa has shed light on ways that natural processes might help, rather than hinder, flood protection

strategies... [more >](#)



Getting the Word Out about the Baylands Goals

Letitia Grenier continues to work with partners around the region to get the word out about the new ideas in the Baylands Goals Science Update 2015...

[more >](#)

Jeremy Lowe wins Bay Hero Award



SFEI Senior Scientist Jeremy Lowe will be honored with the Bay Hero Award from the Bay Institute, at their annual award ceremony March 10, 2016. The award, with co-winners Peter Baye and Michael Connor, was given for the team's innovative work on integrating treated wastewater discharge,

flood risk management, climate change adaptation, and Bay wetlands restoration with the Oro Loma Sanitary District. Congratulations to Jeremy, Peter, and Mike! ... [more >](#)



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Attachment 3

Date: March 1, 2016
To: SFEI/ASC Board of Directors
From: Warner Chabot
Re: Executive Director's Report

SFEI is already engaged in over 30 major projects throughout the S.F. Bay Area and Delta region on a wide range water and landscape monitoring, assessment and ecological planning efforts. In addition, the past year has seen a continued expansion of the number and scope of “regional” initiatives throughout the San Francisco Bay Area to address the global challenge of climate change and sea level rise. On each of these regional initiatives SFIE is being invited by a wide range of stakeholders to play a role. Here is a sample:

- **CHARG (Climate Hazard Adaptation Resiliency Group):** This effort of over 100 local and regional governments and agencies seeks to identify policy, technical and funding solutions to coordinate a regional response to climate change impacts on local infrastructure. SFEI is serving on the leadership of this effort.
- **CCMP (Comprehensive Conservation Management Plan):** This effort by the San Francisco Estuary Partnership and funded by the EPA, will update an existing plan and will establish 150 goals to define what we want the Estuary to be like in 2050 and what can we do over the next five years to get there? SFEI is providing input to the content and will be develop the website to present this plan to a much broader public audience
- **BCDC – Adapting to Rising Tides:** BCDC will be expanding their “Adapting to Rising Tides” program which convenes stakeholders in a particular SF Bay region (county), to define specific local climate change challenges and opportunities. SFEI is providing a series of studies to BCDC to help frame these issues around the entire bay.
- **Resiliency by Design** – BCDC and the City of San Francisco are collaborating with a range of S.F. Bay leaders to conduct an international design competition. The goal of the competition is to select 10 international teams of architects/planners/engineers, to partner them with local communities and to develop resilient solutions to address complex shoreline development issues.

For this effort, SFEI has been given two tasks:

Ecological Primer - Development of an ecological PRIMER – a handbook to define the basic ecological issues of the SF Bay Area and to summarize the existing state of knowledge and sources of data on these key issues. This PRIMER (set for completion in the FALL of 2016), will provide each design team and local community with a foundation for planning efforts.

Operational Landscape Units - Once 10 areas around SF Bay have been designated, SFEI will produce a specific scientific analysis of the ecological factors within the sub-watershed of that shoreline segment. This will provide the design teams and community stakeholders with an assessment of the major ecological issues and factor that should be considered for any urban design options along that segment of S.F. Bay.

- **State Assembly Select Committee on Regional Planning** – Assemblyman Tony Thurman has been appointed the chair of a Select Assembly Committee on S.F. Bay Regional Planning. This new committee is a reflection of the state legislature’s recognition that the

101 local governments in the S.F. Bay region face challenges (especially around climate change and sea level rise), that must be addressed at a regional scale. Assemblyman Thurmond's interest in this issue dramatically increased after he hosted an SFEI sponsored briefing in 2015 on the State of the Estuary and Baylands Goals reports. The Assemblyman's office has requested SFEI to provide technical advice to help the Committee conduct a series of oversight hearings throughout the S.F. Bay region in 2016.

- **Bay Restoration Authority:** The Silicon Valley Leadership Group has asked SFEI to produce a lay-person's briefing packet to allow Bay Area agencies, governments and stakeholders to understand the fundamental science issues that apply to the restoration and preservation of S.F. Bay wetlands.
- **S.F. Chronicle Series on Sea Level Rise:** The San Francisco Chronicle is developing a series of stories on the Impacts to the SF Bay Shoreline of climate change and sea level rise. They are starting their research for the series at SFEI. This reflects the critical reputation that SFEI has achieved as the primary "go-to" source for many journalist who seek reliable, objective information on regional environmental issues.

ADDITIONAL SFEI NEWS

The following are a series of news stories or announcements from SFEI that reflect our continued, and ever-growing, positive impact on the region. You can click on any of the items to review the full story.

- Institute's Historical Ecology featured in the New York Times (Jan 26, 2016)
- Jeremy Lowe wins Bay Hero Award (Mar 7, 2016 to Mar 31, 2016)
- Get on the curve: Habitat Development Curves help determine whether on-the-ground projects are doing well relative to ecosystem goals. (Mar 5, 2016 to Apr 30, 2016)
- CRAM BBE module now available! (Mar 5, 2016)
- Getting the Word Out about the Baylands Goals (Mar 2, 2016 to Mar 31, 2016)
- SFEI provides perspective on emerging harmful bacterial blooms in the State's larger waterbodies (Mar 1, 2016)
- Statewide Survey Finds Fish-Eating Birds At Risk from Mercury in Many Lakes (Mar 1, 2016 to Mar 18, 2016)
- KTVU consults SFEI about the role of historical ecology in advancing modern flood protection (Feb 18, 2016)
- CD3 User Survey (Jan 28, 2016)
- "SF Expert Warns King Tides, El Nino Pose Flood Risk" (Jan 22, 2016)
- Editorial in SF Chronicle: Work to save San Francisco Bay only just begun (Dec 21, 2015)
- Estuary News features RMP study on microplastic pollution (Dec 16, 2015)
- New Microplastic Fact Sheet puts Bay study findings in context (Dec 8, 2015)

- Enhancing the Vision for Managing California's Environmental Information (Dec 7, 2015)
- GreenPlan-IT Toolbox evolving quickly to meet increased demand (Dec 4, 2015)
- RMP Keys to Success Highlighted in Two Manuscripts (Dec 4, 2015)
- New Reports Show Progress Toward Understanding Nutrient Impacts in the Bay (Dec 4, 2015)
- Historical Ecology for Lower Walnut Creek promises to deliver insights at an upcoming event (Dec 1, 2015)
- Lower Novato Creek Vision Just Released! (Nov 30, 2015)
- SFEI's new Landscape Resilience Framework outlines attributes of ecological resilience (Nov 30, 2015)

Attachment 4

DRAFT
MINUTES AND ACTION ITEMS
 Resulting from the
Executive Committee Conference Call
February 5, 2016

In Attendance:

Jim Fiedler, ASC/SFEI Chair
 Barbara Salzman, SFEI Vice Chair
 Dave Tucker, Treasurer
 Dave Williams, ASC/SFEI Vice Chair

Absent:

Pamela Creedon , SFEI Secretary

Staff:

Warner Chabot
 Lawrence Leung
 Phil Trowbridge

Action Item	Who?	Status	Date Completed
1. Confirm all ASC Board members completed Form 700	Warner Chabot		

Next Executive Committee Meeting

TBD

(Regular meeting conducted via conference call. Notice of Meeting given via e-mail.)

The meeting was called to order at 1:05 PM.

1. Form 700

Jim Fiedler asked Warner to check if all ASC Board members submitted Form 700.

2. El Nino Monitoring Project

Phil Trowbridge gave an overview of the three studies associated with the project. Barbara Salzman moved for approval. Dave Tucker seconded and unanimously approved.

The meeting was adjourned at 1:15 PM.

Attachment 5

Item: December 2015 Financials
From: Lawrence Leung, Associate Finance Director

FY16 (6 months) Financial Performance Summary**Surplus**

The July thru December 6-month surplus is \$320,084, a decrease of \$11,589 since the last reported October surplus. November and December are typically months with deficits due to vacations and holidays. While the past 3 years averaged \$115k in deficit for the 2 months of November and December, this year yielded only a \$12k deficit.

Cash & Accounts Receivables

The long-term unrestricted cash now sits at \$624,520 with accounts receivables at \$1,613,389.

Financial Statements

Tables 1 (Dashboard) and 2 (budget versus Actuals) on the next couple of pages provide a summary of the financial statements. An electronic version of the December 2015 ending financial statements (income statement and balance sheet) can be found here:

<https://goo.gl/qIGkFj>

Table 1: Dashboard - Financial and Operational Effectiveness

Line	Metric (\$000)	Definition	Board-Approved Budget	Actuals									Projections					
				Jul	Aug	Sep	Oct	Nov	Status	Dec Target	Dec Actual	FYTD Avg	Jan	Feb	Mar	Apr	May	Jun
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Income																		
1	Monthly billed labor revenue	Revenue generated by SFEI staff based on contracted projects.	\$542	\$514	\$609	\$597	\$606	\$500	●	\$545	\$505	\$555	\$520	\$533	\$624	\$613	\$595	\$628
2	YTD Cumulative Labor Revenue	Cumulative based on Line 1. Can be used to determine if revenue shortfalls are chronic or transient.	\$6,503	\$514	\$1,123	\$1,719	\$2,325	\$2,825		\$3,370	\$3,331		\$3,850	\$4,384	\$5,007	\$5,620	\$6,215	\$6,843
3	YTD Budgeted Labor Revenue	Expected revenue based on approved June 2015 budget. \$542k flat amount per month. Amount to be compared to 1B.		\$542	\$1,084	\$1,626	\$2,168	\$2,710		\$3,252	\$3,252		\$3,794	\$4,336	\$4,878	\$5,419	\$5,961	\$6,503
4	YTD Act. / Budgeted Labor Revenue	Rough estimate of our performance to budget. If 100% we are precisely on budget. This is another way to determine if shortfalls are chronic or transient.		94.8%	103.6%	105.7%	107.3%	104.3%		103.6%	102.4%	103.0%	101.5%	101.1%	102.7%	103.7%	104.3%	105.2%
5	Unrestricted Cash on Hand (Short-Term)	Cash on hand minus unearned income & restricted cash (i.e., prepaid funds tied to project work), and lease payable. Excludes the RMP.		\$965	\$1,004	\$972	\$909	\$1,141			\$1,088	\$1,013						
6	Unrestricted Cash on Hand (Long-Term)	Line 5 minus lease payable, accounts payable (A/P), accrued vacation, and deferred payroll. Note that the majority of A/P are tied to receivables (e.g., subs). Excludes the RMP.		\$513	\$567	\$320	\$448	\$598			\$625	\$512						
7	Accounts Receivables	Money owed from clients to SFEI. Includes amounts owed to subcontractors.		\$1,368	\$1,198	\$1,763	\$1,671	\$1,442			\$1,613	\$1,509						
8	YTD surplus/(deficit)	Cumulative surplus (deficit) based on Line 9	\$115	\$35	\$136	\$229	\$332	\$315	●	\$339	\$320		\$321	\$345	\$461	\$535	\$586	\$669
9	Monthly surplus/(deficit)		\$10	\$35	\$101	\$93	\$103	(\$17)	●	\$25	\$6	\$53	\$1	\$24	\$116	\$74	\$51	\$83
10	Hours Billed Monthly	Hours billed by all employees on payroll. Starting in July, target will be adjusted to remove all non-benefitted staff - interns or staff associated with fiscal agency projects.		5,280	5,850	5,550	5,681	4,588	●	5,058	4,831	5,296	5,272	5,421	6,307	6,192	5,921	6,354
11	Billable Ratio	Aggregate ratio of actual hours billed to actual work hours for all staff. Vacation, sick, and leave time not included. Starting in July, target will be adjusted to remove all non-benefitted staff.		75.2%	77.5%	76.5%	76.1%	68.8%	●	70.6%	72.5%	74.4%	70.8%	70.8%	70.7%	70.6%	70.6%	70.8%
12	Labor multiplier billed	Labor revenue ÷ Direct labor cost		2.58	2.69	2.75	2.75	2.53			2.66	2.66						
Expenses																		
13	Total labor and overhead	Payroll plus overhead. Fluctuates based on key payments (HSA, insurance). Labor expenses typically stay quite flat except for the annual increase due to the review process.	\$6,449 \$537/mth	\$485	\$507	\$500	\$519	\$519	●	\$520	\$496	\$504	\$522	\$513	\$512	\$542	\$549	\$549
14	Overhead	Fixed and controllable overhead expenses. Varies as insurance payments, controllables, etc. fluctuate.	\$1,088 \$91/mth	\$78	\$81	\$74	\$82	\$80	●	\$80	\$74	\$78	\$80	\$80	\$80	\$80	\$80	\$80

Table 1: Dashboard - Financial and Operational Effectiveness

Line	Metric (\$000)	Definition	Board- Approved Budget	Actuals									Projections					
				Jul	Aug	Sep	Oct	Nov	Status	Dec Target	Dec Actual	FYTD Avg	Jan	Feb	Mar	Apr	May	Jun
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Project Pipeline																		
15	Contracts Awarded Labor (YTD)	Cumulative new contracts based on Line 16. Yearly fundraising goal of \$4.6M (SFEI labor) to cover non-RMP revenue needs.	\$4,639	\$412	\$737	\$1,365	\$2,935	\$3,024	●	\$2,319	\$3,354		\$3,931	\$4,472	\$4,472	\$4,607	\$4,607	\$4,607
16	Contracts Awarded Labor (Month)	New contracts signed		\$412	\$325	\$627	\$1,571	\$88		\$331	\$331	\$559	\$577	\$540	\$0	\$135	\$0	\$0
17	Individual Amount and Project Name	List of major contracts signed		\$273 DRMP \$102 NBBio \$25 Delta \$12 StateBay	\$273 DRMP \$102 NBBio \$25 Delta \$12 StateBay	\$518 CyanoOH \$87 CEC \$22 Eelgrass Data Mgmt	\$470 FY16 Nutrients \$465 WL Trk \$286 LTMS \$258 Petalu	\$48 VisionEI \$20 Coyote \$20 Saltwrks		\$293 Building State Capacity \$34 Monitor 3 Large Storms			\$577 Grn Infr	\$210 Lndscp \$180 Grslnds \$150 Reason Assur		\$135 CEDEN		
18	Signed Contracts/In Negotiations Labor Balances	Includes RMP		\$8,790	\$8,541	\$8,594	\$10,564	\$10,085			\$9,561	\$9,356						
19	Backlog in Months	Line 18 ÷ Line 13 x 106%		17.1	15.9	16.2	19.2	18.3			18.2	17.5						
20	Labor multiplier project pipeline	SumProduct(Labor balance÷Total labor balance, Multiplier). Tells the multipliers weighting all project labor balances.		2.72	2.73	2.72	2.71	2.71			2.70	2.71						

Table 2: Budget versus Actuals

	A	B	C	D	E
FY15/16 Budget versus Actual					
		Board Approved Budget (12/12/14)	Actuals thru 12/31/15	Prorated Board Approved Budget (B/12*6)	Projected Difference Over/(Under) (C-D)
REVENUE					
1	Labor Revenue	\$6,503,360	\$3,330,702	\$3,251,680	\$79,022
2	Other Direct Cost Rev	\$2,800,000	\$1,408,007	\$1,400,000	\$8,007
3	Other Revenue	\$60,000	\$18,856	\$30,000	(\$11,144)
4	Total Revenue	\$9,363,360	\$4,757,564	\$4,681,680	\$75,884
EXPENSE					
5	Labor Expense	\$5,360,770	\$2,558,105	\$2,680,385	(\$122,280)
6	Other Direct Cost Exp	\$2,800,000	\$1,410,770	\$1,400,000	\$10,770
7	Admin Expense	\$994,266	\$432,949	\$497,133	(\$64,184)
8	IT Expense	\$93,537	\$35,656	\$46,769	(\$11,112)
9	Total Expenses	\$9,248,573	\$4,437,480	\$4,624,287	(\$186,807)
10	Surplus/(Deficit)	\$114,787	\$320,084	\$57,394	\$262,691

Attachment 6

Item: Updated FY16 Q2 SFEI Program Plan

From: Lawrence Leung, Associate Finance Director

#	Project Title	Program*	Focus Area	Multi-plier	Start Date	Anticipated Completion	Contract Value	Labor Value	Projected FY 16 Labor Spending	Contractual Status*	Direct Client	Funding Source	Principal Investigator(s)	Project Manager	Collaborator(s)
1	EI Nino Monitoring	CW	Bay RMP	2.42	2/12/2016	12/31/2016	\$255,282	\$58,000	\$34,000	N	EPA/ABAG/SFEP	EPA	Lester McKee	Philip Trowbridge	Bay RMP, USGS
2	Sediment Monitoring of Three Large Storms	CW	Watershed Loadings	2.95	12/3/2015	9/30/2016	\$49,370	\$37,820	\$26,474	S	Alameda County	Same	Lester McKee	Alicia Gilbreath	

*Program: CW = Clean Water, EI = Environmental Informatics, RL = Resilient Landscapes

**Contractual Status: S = Signed, N = In Negotiations

#1 El Niño Monitoring

Project Description

With the strong El Niño developing, it is probable that 2016 will experience strong winter floods. Large floods occur rarely but move large amounts of sediment and contaminants through watersheds and around the Bay. Collecting data during these rare events is critical for understanding mass balances of contaminants and sediment. Collecting data during these events is also useful for calibrating models of the Bay. This project will be composed of three distinct monitoring efforts. The San Francisco Estuary Institute (SFEI) will monitor the mercury loading from the Guadalupe Watershed into the San Francisco Bay, the sediment flux in the south bay at the Dumbarton Bridge, and the sediment flux at the Golden Gate. Large flood events are capable of moving ten times more mass than during normal hydrologic conditions. Therefore, understanding the loads of mercury and sediment during extreme floods is important for TMDL implementation and salt pond restoration decisions.

Work Products

- Two draft quality assurance documents will be produced for EPA conditional approval before field sampling (expected by February 19, 2016).
- A stand-alone short report on the Guadalupe River Mercury Study by December 31, 2016.
- Lower South Bay Sediment Flux results will be reported in a journal manuscript or, if that effort is delayed, in an interpretive report by December 31, 2016.
- Golden Gate Sediment Flux results will be reported in a journal manuscript or, if that effort is delayed, in an interpretive report to the RMP by December 31, 2016.

#2 Sediment Monitoring of Three Large Storms

Project Descriptions

The forecasted El Nino for Water Year 2016 is among the strongest on record since 1950 and signs point toward a rainy season potentially comparable to 1982 and 1997. Provided the very wet forecast, Zone 7 asked SFEI to continue field sampling and loads analysis at three locations in the Zone 7 district. The project scope includes manual sampling during up to three large storm events, QA of the continuous turbidity and flow data developed by Zone 7, and analysis of suspended and bedload sediment for the monitored period. This is a continuation of previous efforts in the same study area, where much information was developed and synthesized about sediment transport dynamics in major channels in the Zone 7 watershed district, though these previous efforts primarily took place during drought conditions, leaving important data gaps regarding sediment transport during wetter seasons. IT is hoped that WY 2016 will bring large enough storm events to fill these important data gaps.

Work Products

- Monthly invoices and progress reports
- Raw records of 15 minute, suspended sediment load and bedload for each station for WY 2016. Daily, monthly, and annual summaries of suspended sediment load and bedload for each station for WY 2016
- Updated sediment loads report to include WY 2016 in addition to the existing report for WYs 2011- 2015



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Attachment 7

Date March 4, 2016
From: Warner Chabot
To: SFEI/ASC Board of Directors
Re: Update on Delta RMP MOA

The Delta Regional Monitoring Program (Delta RMP) is a new stakeholder-driven effort to conduct regional monitoring and data analysis for the Delta. Planning for the Program has been underway for several years and, in FY15/16, regional monitoring began.

ASC is the Implementing Entity for the Delta RMP. ASC Work for the Delta RMP was approved by the ASC Board at the June 25, 2015 Board meeting. Revenues for the program are the following: FY14/15 - \$302,903, FY15/16 - \$1,090,288 (expected), and FY16/17 - \$948,000 (projected).

The Delta RMP is funded through fees paid by dischargers. In most cases, the discharger only needs to receive an invoice from ASC for the fee. However, some participants who are paying fees >\$50,000 need to have a more formal contract mechanism for their accounting system. ASC consulted with legal counsel and determined that a multi-party Memorandum of Agreement was the best legal mechanism to satisfy this need.

ASC staff worked with outside legal counsel to draft the attached Memorandum of Agreement. It is a simple agreement that sets up a contract for services by ASC to manage the finances of the Delta RMP in exchange for the fee payment made by the participant. Entering into the Agreement is voluntary. Only those participants of the Delta RMP that see an advantage to having this Agreement will use it.

The draft Memorandum of Agreement is being shared with the Board as an informational item. Comments on the Agreement from the Board would be welcome. The Delta RMP Steering Committee will meet on April 25, 2016 to approve the Agreement.

Requested Action: Informational only. Comments may be provided by April 1, 2016.

Reviewer Note: This Memorandum of Agreement (MOA) will serve as a multi-party contract for services between the Implementing Entity and Program Participants. The format of this Agreement has been reviewed by ASC's consulting lawyer as to form and substance. Most of the content of the MOA was taken directly from the Delta RMP Financial Management Plan (approved 3/27/15).

Memorandum of Agreement Delta Regional Monitoring Program

This Memorandum of Agreement ("*Agreement*"), dated _____ (the "*Effective Date*") is by and between the Aquatic Science Center, a Joint Powers Authority (the "*ASC*"), and each of the undersigned participants in the Delta Regional Monitoring Program ("*Participants*").

1. PURPOSE

This Agreement establishes the processes that will be used to manage the finances of the Delta Regional Monitoring Program ("*Delta RMP*").

2. BACKGROUND

The Delta RMP was initiated by the Central Valley Regional Water Quality Control Board with the primary goal of tracking and documenting the effectiveness of beneficial use protection and restoration efforts through comprehensive monitoring of water quality constituents and their effects in the Delta. The development of the Delta RMP was initially prompted by the collapse of the populations of several species of fish in the early 2000's, an event that triggered new inquiries into the potential role of contaminants in what is now termed the Pelagic Organism Decline. However, these inquiries highlighted shortcomings of existing monitoring efforts to address questions at the scale of the Delta. The recognition that data from current monitoring programs were inadequate in coverage, could not easily be combined, and were not adequate to support a rigorous analysis of the role of contaminants in the POD persuaded regulatory agencies of the need to improve coordination across multiple monitoring programs.

The Central Valley Regional Water Quality Control Board allows, through permit provisions, permitted dischargers in the Sacramento/San Joaquin watershed to demonstrate "adequate participation" in the Delta RMP in lieu of performing specified monitoring tasks that are otherwise required by their permits. Permitted dischargers are entities subject to National Pollutant Discharge Elimination System (NPDES) or Waste Discharge Requirement (WDR) permit requirements for monitoring.

3. DEFINITIONS

3.1. "*Annual Program Workplan*" means the detailed plan of activities and the budget for implementing the Program each year as approved by the Steering Committee.

- 3.2. *“Aquatic Science Center” or “ASC”* means the joint powers agency, created July 1, 2007, by a Joint Powers Agreement between the Bay Area Clean Water Agencies and the State Water Resources Control Board for the purpose of assisting with the efficient delivery of financial, scientific, monitoring, and information management support functions. The San Francisco Estuary Institute, a California 501(c)(3) non-profit corporation, serves as the administrative agency for the Aquatic Science Center.
- 3.3. *“Cost Allocation Schedule”* means the document, developed by the Program Participants and approved by the Steering Committee, which specifies the amount of money that each Program Participant or group of Participants will contribute to the Program each year.
- 3.4. *“Delta Regional Monitoring Program” or “Delta RMP” or the “Program”* means the stakeholder effort to provide improved Delta monitoring and data evaluation.
- 3.5. *“Delta Steering Committee” or the “Steering Committee”* means the decision-making body of the Delta RMP. The core responsibilities and authorities of the Delta Steering Committee are to determine the overall budget, allocate program funds, track progress, and provide direction to the Program from a manager’s perspective.
- 3.6. *“Fiscal Year”* means the period from July 1 to June 30.
- 3.7. *“Implementing Entity”* means the ASC, which with respect to the Delta RMP will be responsible for implementing the Program activities and the financial management of the Program with oversight from the Steering Committee.
- 3.8. *“Program Participants” or “Participants”* means those entities that have signed this Agreement, and in so doing have agreed to provide financial contributions and/or in-kind services for Delta RMP activities, as well as entities who make financial and/or in-kind services to the Program but have not signed this Agreement.

4. GUIDING PRINCIPLES AND COMMITTEE ROLES

The Delta RMP Charter sets forth the principles, membership and governance procedures of the Program, and is attached to this Agreement as **Exhibit A**. The Steering Committee shall have the power to amend this document, provided that any amendments are consistent with this Agreement.

5. PROGRAM ACTIVITIES AND BUDGET

The Delta RMP shall operate on Fiscal Year starting July 1 and ending June 30.

The Delta RMP budget for each Fiscal Year will be set by the Steering Committee. The plan of Program activities and budget for each year shall be described in the Annual Program Workplan. The Steering

Committee shall be responsible for approving Annual Program Workplan prior to the start of the Fiscal Year.

With each yearly budget, the Steering Committee shall also approve a Cost Allocation Schedule, which will set forth the portion of the Program costs payable by each Program Participant or group of Participants. If an entity becomes a Participant after the start of a Fiscal Year, the Steering Committee shall have the discretion to pro rate costs payable by that Participant for its first year of participation in the Program.

6. PROGRAM IMPLEMENTATION

As authorized by the Steering Committee, the Implementing Entity will be responsible for implementing the Annual Program Workplan in a technically sound and cost-effective manner. Specifically, to the extent that Program funds are available, the Implementing Entity is authorized to conduct work itself and to and enter into and manage third party contracts to accomplish the Annual Program Workplan.

6.1 Third-Party Contracts. For third-party contracts exceeding \$50,000, the Implementing Entity will use a competitive process. Proposals may be obtained by either (a) issuance of a formal Request for Proposals, or (b) solicitation of at least three proposals from qualified contractors. For highly specialized work, it may only be possible to obtain proposals from two contractors. The requirement for a competitive process may be waived by the Implementing Entity when it determines that there is only one source for the merchandise or service needed, and no other product/service reasonably meets the stated need or specifications. Criteria that may be considered in agreeing upon a sole source contract include, for example: unique or specialized technical expertise, unique or specialized access to data or information, a joint venture already specified in a proposal, and access to matching funds or in-kind services. For all sole source contracts exceeding \$50,000, the Steering Committee must approve the selected contractor. In addition, the Implementing Entity must follow its own internal controls regarding sole source contracting. A competitive process will not be required for in-kind services offered by Program Participants using their existing contractors or contractors selected through the State contracting process. Guidance for issuing and evaluating requests for proposals is attached to this Agreement as **Exhibit B**. The Steering Committee shall have the power to amend this document, provided that any amendments are consistent with this Agreement.

6.2 Services Provided by ASC. Contracts between the Program Participants and ASC as the Implementing Entity do not require a competitive process. *See State Contracting Manual (Volume 1, Sections 3.06 and 5.80) (State contracts with an organization acting as a governmental agency under a joint powers agreement are statutorily exempt from the requirement for a competitive bid process).*

7. FISCAL MANAGEMENT, INVOICES

The Implementing Entity shall provide fiscal and administrative services for the Program with oversight by the Steering Committee. Specifically, the Implementing Entity shall:

- Set up and maintain an account for funds received for the purpose of execution of the Program.
- Set up and maintain an invoicing system that provides an invoice to each Program Participant for its share of Program costs, and written confirmation of the amount paid by each Program Participant to the Program each year;
- Keep adequate financial records of all transactions relating to the execution of the Program, and make these records available to all Program Participants upon request; and
- Report to the Steering Committee quarterly regarding status of Program finances, including the status of payments from each Program Participant, expenditures, and an updated budget report.

If there are excess funds in the Program account at the end of a budget year, the funds will be put into a Reserve Fund to be applied toward subsequent years of Program implementation with approval of the Steering Committee. If funds are insufficient to carry out the Annual Program Workplan, including reasonable program management costs, the Implementing Entity will work with the Steering Committee to identify possible amendments to the Annual Program Workplan such that the work can be implemented within the budget, or propose to use other sources of funds, such as interest, Reserve Funds, grants, or matching funds, to complete the Program.

8. MODIFICATIONS

This Agreement may not be modified except in writing, signed by authorized representatives of a majority of the current signatories to the Agreement.

9. TERM OF AGREEMENT

This Agreement will commence on the Effective Date and will expire on June 30, 2021 (the “Term”), unless terminated earlier as to one or more Participants as set forth in section 10, below. Subject to agreement of the Steering Committee, an entity may become a Participant to this Agreement at any time during the Term of the Agreement by executing the signature page.

10. TERMINATION

A Participant may withdraw from this Agreement upon no less than ninety (90) days prior written notice to the Implementing Entity, which shall in turn inform the other Participants.

Withdrawal of a Participant shall not entitle the Participant to a refund of any costs previously paid or allocated to that Participant on the Cost Allocation Schedule. Specifically, to the extent that a Participant has been committed to pay costs and/or to provide services or other resources to the Program in the approved Cost Allocation Schedule for the Fiscal Year in which the termination will occur, the Participant shall remain obligated to pay those costs and/or provide those services for that Fiscal Year even after the effective date of the termination.

Notwithstanding the withdrawal of a Participant, this Agreement shall continue in full force and effect as to the remaining Participants.

11. MISCELLANEOUS

11.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

11.1. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein, and supercedes all prior oral or written promises and agreements with respect to such matters.

11.2. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or benefits on any person that is not a party hereto, and none of its provisions will be enforceable by any person other than the parties hereto and their permitted successors and assigns.

11.3. Relationship of the Parties. Nothing in this Agreement shall be construed to make one party the partner, joint venturer, principal, agent or employer of the another party hereto. Except as set forth expressly in this Agreement, no party shall have the express or implied authority to act for or on behalf of another party. All services provided by the Implementing Entity shall be as an independent contractor.

11.4. Survival. Those portions of this Agreement which, by their terms, logically provide for obligations or require performance after termination of the Agreement shall survive its termination.

11.5. Waiver. The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

11.6. Severability. If any part of this Agreement shall for any reason be found to be held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

11.7. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates opposite their respective signatures:

AQUATIC SCIENCE CENTER

A Joint Powers Agreement between the Bay Area Clean Water Agencies and the State Water Resources Control Board

Date: _____ By _____
Warner Chabot
Executive Director

CITY OF [INSERT NAME]

A political subdivision of the State of California

Date: _____ By _____
[INSERT NAME]
[INSERT TITLE]

APPROVED AS TO FORM

By _____
[INSERT NAME]

Date: _____

CITY OF [INSERT NAME]

A political subdivision of the State of California

Date: _____ By _____

[INSERT NAME]

[INSERT TITLE]

APPROVED AS TO FORM

By _____

[INSERT NAME]

Date: _____

ADD SIGNATURE PAGES FOR EACH ENTITY THAT WANTS TO BE A PART OF THE FORMAL AGREEMENT.

Exhibit A

Delta RMP Charter

DRAFT

Exhibit B

Guidance for Issuing and Evaluating Requests for Proposals (RFPs) for the Delta RMP Updated: 4/23/15

Introduction

The purposes of the Request for Proposal (RFP) process are to ensure:

- Accountability, good governance, and transparency;
- Effective and efficient use of program resources; and
- Achievement of program objectives and quality standards.

Implementing Entity for the Delta RMP will prepare the RFP and manage the RFP process. The Delta RMP Steering Committee (SC) will approve the RFP and approve the selected contractor.

Steps in the RFP Process

1. **The Implementing Entity obtains SC approval for proposed work, budget, and schedule.** Work described in an RFP should correspond directly to a workplan task or subtask with an approved budget and schedule.
2. **The Implementing Entity assembles an advisory group to assist with developing the RFP and evaluating proposals.** The advisory group could be the whole Technical Advisory Committee (TAC), a TAC subgroup, and/or other subject-area experts. In some instances (e.g. work is non-technical in nature), the SC or a SC subgroup may serve as the advisory group. The advisory group should not include individuals with an actual or potential conflict of interest in the RFP.
3. **The Implementing Entity writes the RFP with feedback and assistance from the advisory group.** The RFP should include specific, closed questions by which to evaluate and compare each proposal's technical merit. Proposal scoring criteria and weighting should correspond to the requirements, services, and features of the project.
4. **The Implementing Entity solicits or invites proposals.** Based on the project needs, the Implementing Entity may solicit proposals from specific vendors or distribute a general solicitation via appropriate channels.
5. **The Implementing Entity and advisory group review proposals.** The Implementing Entity may pre-screen proposals based on minimum or non-negotiable project requirements. Advisory group members may be asked to score individual proposals or otherwise provide feedback to the Implementing Entity. Any advisory group member with an actual or perceived conflict of interest in a proposal has a duty to disclose this interest to the group and to recuse himself/herself from the entire RFP process.
6. **The Implementing Entity requests external review as necessary.** The Implementing Entity may ask external reviewers with specific expertise to participate in the evaluation.
7. **The Implementing Entity compiles feedback on proposals and recommends a contractor for the SC to approve.** The recommendation report will include a summary of the contractors who

submitted proposals, the costs of the various proposals, and feedback received from the advisory group and others.

8. **SC votes to award the contract.** Considering all of the factors presented by the Implementing Entity and any other relevant information, the SC will vote to award the project contract with any necessary amendments.
9. **The Implementing Entity develops, negotiates, and signs contract.** As the fiscal/operating agent, the Implementing Entity will enter into partnerships, contracts, and other legal agreements on behalf of the Delta RMP. The Implementing Entity will negotiate details concerning schedules and project deliverables, and act as the contract manager.

Typical Information to Include in RFPs

1. Delta RMP background and status
2. Project description
3. Eligibility requirements (if any)
4. Required products and services
5. Schedule with milestones
6. Evaluation criteria
7. Format for proposals
8. Format and instructions for budgets included with proposals
9. Any other information needed to evaluate and score responses
10. Contact information and deadline for proposal submissions