

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Executive Office

SUBMITTAL DATE:
March 29, 2010

SUBJECT: Memorandum of Understanding for Project Oversight of the Anza Capacity Building Grant Between the County of Riverside and the South Coast Resource Conservation and Development (South Coast RC&D) Foundation.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding (MOU) for project oversight.
2. Authorize the Chairman of the Board of Supervisors to sign the MOU between the County and South Coast RC&D Foundation.
3. Authorize the Executive Officer to initiate a sole source contract with Integrated Planning and Management, Inc., a company with expertise in integrated regional watershed management planning.

(Continued on Page 2)

Michael R. Shetler

Michael R. Shetler, Senior Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: \$50,000-Department of Water Resources, Capacity Building Grant-Local Ground Water Assistance Act of 2000	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Dean Deines*
Dean Deines

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: April 5, 2011
xc: EO, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

[Handwritten Signature]
PURCHASING AGENT

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 3/10/11
DATE: 3/10/11
DAVID H.K. HUFF
Departmental Concurrence

Policy Policy
Consent Consent
Dept's Recomm.:
Per Exec. Ofc.:

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Memorandum of Understanding for Project Oversight of the Anza Capacity Building Grant Between the County of Riverside and the South Coast Resource Conservation and Development (South Coast RC&D) Foundation

March 29, 2010

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BACKGROUND: On June 9, 2009, the County of Riverside executed a contract for a capacity building grant for \$50,000, on behalf of the community of Anza, with the State of California, Department of Water Resources (DWR) for the development of a comprehensive groundwater study. Due to budgetary issues in 2009, the State of California suspended issuance of the grant dollars. In 2010, the County was notified by DWR that bonds were again being issued and funding was now available to proceed with the Anza community capacity building grant. The County Executive Office coordinated with the TLMA-Planning Department to administer the grant, but due to budget reductions, retirements and reduction of staffing within the Planning Department, they were unable to provide the necessary project oversight. The end of the funding term is November 2011, and the framework for a groundwater management plan and other deliverables for the project are due at that time. Therefore, the project is subject to a short but achievable timeline.

In an attempt to resuscitate the project, the County Executive Office has been working with community partners from Anza, Supervisor Stone's Office and DWR to find an alternative for project oversight. Holly Shiralipour, with the South Coast RC&D, has expressed interest in supporting the County in this effort and is working with her council for authorization to assist the County in oversight of the project. The grant work plan authorizes up to \$13,000 for administration, technical support and project management.

In addition, due to the time constraints and need to commence work quickly, the Executive Office is requesting that a sole source contract for consulting services with Integrated Planning and Management, Inc. be initiated. Integrated Planning and Management, Inc., has extensive knowledge in integrated regional watershed management planning throughout the State of California, and is a registered vendor with the Riverside County Purchasing Department. The contract for consulting services is not to exceed \$37,000 as authorized in the grant work plan for development of the deliverables for the project.



MEMORANDUM

RIVERSIDE COUNTY EXECUTIVE OFFICE

Bill Luna
County Executive Officer

March 3, 2011

TO: Purchasing Agent

FROM: Michael R. Shetler, Senior Management Analyst

RE: Sole Source Procurement of Consultation Services; Request for Integrated Planning and Management, Inc.

Supply/Service being requested: On behalf of the community of Anza, The County submitted an application to the State of California, Department of Water Resources, for a Capacity Building Grant-Local Groundwater Assistance Act of 2000. The County is authorized to spend up to \$50,000 for administration and consulting services to help in the development of the framework for a groundwater management plan for the community. The County has until November of 2011, to provide deliverables to the State, or otherwise lose the funding. These deliverables will assist the community in applying for additional grants to complete a comprehensive groundwater evaluation that will be used to determine future land use capacity for the Anza region.

Service/Consultant being requested: Integrated Planning and Management (IPM), Inc., Lakeside Avenue, Redlands, California 92373, Office: 909-793-8498.

Alternative suppliers that can or might be able to provide supplies/ services: This consultant is being requested because they have extensive background in the development of integrated watershed management planning. They have firsthand experience with the State's grant process and have successfully accomplished the development of similar work for the Upper Santa Margarita Watershed Integrated Regional Water Management (IRWM) planning effort by assisting in the development of a rapid IRWM plan to allow participation for funding of critical programs and projects in Riverside County. This consultant has worked with the stakeholders in the Community of Anza and is most familiar with the needs of the community which will help to streamline the process.

In addition, IPM, Inc. has been utilized by the *County of Orange and the Municipal Water District of Orange County* and other stakeholders to facilitate meetings and to improve regional cooperation. These meetings helped leverage IRWM planning to produce additional coordination and value for the participants and guidance for the next generation of IRWM plans in preparation for funding and implementation to help Orange County most effectively fulfill its goals and priorities.

Extent of market search conducted: There are other larger firms in Southern California that are capable of providing these services but time spent on developing an RFP and going out to bid, and then bringing on a consultant not familiar with the Anza community and their special needs will cut into the short timeframe remaining to provide the deliverables to the State and will reduce the resources available for grant use. Cost for establishing an RFP and going through a selection process will expend dollars the County does not have for this project. Currently, \$13,000 is available for grant administration and \$37,000 for consulting services. Many of the larger firms that would be responsive to an RFP would subcontract with IMP, Inc. to save costs and overhead.

Unique features of the supply/services being requested from this supplier, which no alternative supplier can provide: IPM, Inc. brings to the project unique negotiation and consensus building skills that guarantee success to any project they are associated with. Their knowledge of the special needs of the Anza Community and other work in the Santa Margarita watershed gives them a competitive advantage in providing a quick turn-around of the project deliverables.

Reasons why my department requires these unique features and what benefit will accrue to the county: The only funding available for this project comes from the Capacity Building Grant; the county has no available additional funding to go out to bid on this project due to the current economic and budgetary condition of the general fund. The consultant being requested is already familiar with the demands of the grant and the limited resources available. This consultant has been working with the community of Anza on other projects associated with the Upper Santa Margarita Watershed IRWM planning effort and this grant is a logical extension of work already in progress for the region. The hiring of this consultant will save time and money because of the knowledge base already in place and will allow the integration of that knowledge into the deliverables that will assist in securing future funding for the region.


Price Reasonableness: \$37,000, maximum allowed under the grant for consulting services.

Does moving forward on this product or Service further obligate the county to future similar contractual arrangements? No



Jay Orr, Assistant County Executive Officer 3/10/11
Date

Purchasing Department Comments:

<input checked="" type="radio"/> Approve	<input type="radio"/> Approve with Conditions	<input type="radio"/> Disapprove
		3/15/11
_____ Purchasing Agent		Date

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF RIVERSIDE AND THE SOUTH COAST
RESOURCE CONSERVATION AND DEVELOPMENT FOUNDATION FOR ADMINISTRATION
OF THE COMMUNITY OF ANZA CAPACITY BUILDING GRANT**

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 2011, ("Effective Date") among the COUNTY OF RIVERSIDE, hereafter called "COUNTY" and the SOUTH COAST RESOURCE CONSERVATION AND DEVELOPMENT FOUNDATION, hereafter called "SOUTH COAST RC&D".

RECITALS

- A. WHEREAS, the State of California, Department of Water Resources administers a Capacity Building Grant program as part of the Local Groundwater Assistance Act of 2000 from Proposition 50 bond proceeds.
- B. WHEREAS, the COUNTY executed a contract on behalf of the Community of Anza with the State of California, Department of Water Resources for a \$50,000 Capacity Building Grant to develop the framework for a comprehensive groundwater management plan and strategy for the Anza community on June 9, 2009.
- C. WHEREAS, SOUTH COAST RC&D is willing to assist the COUNTY in administering the Capacity Building Grant by providing administrative oversight and technical support in coordination with the contractor/consultant selected by the COUNTY to provide project deliverables.
- D. WHEREAS, The COUNTY will issue that portion set aside in the project work plan (\$13,000) for administrative and technical support to SOUTH COAST RC&D for services provided to administer the Capacity Building Grant on behalf of the COUNTY.
- E. WHEREAS, SOUTH COAST RC&D will submit a monthly remittance for billable hours for time spent administering the Capacity Building Grant not to exceed \$13,000, during the term of the MOU, and monthly remittance for billable contractor/consultant hours and costs for deliverables not to exceed \$37,000, during the term of the MOU.
- F. WHEREAS, the COUNTY will provide in-kind assistance as required for meetings, review and approval of project deliverables that will be ultimately submitted to the State of California, Department of Water Resources as part of the executed contract.

APR 05 2011 3.1

NOW, THEREFORE, the COUNTY and SOUTH COAST RC&D hereby mutually agree as follows:

- 1. SOUTH COAST RC&D shall provide administrative and technical oversight for the Anza Capacity Building Grant, and collect and compile the deliverables from the contractor/consultant for the project described in the work plan and assist in any coordination with interested parties, stakeholders and workshops.**
- 2. This MOU authorizes periodic meetings between the COUNTY, SOUTH COAST RC&D and the contractor/consultant to review any work progress and other issues that may arise, including any workshops planned for community outreach.**
- 3. Nothing contained within this MOU binds the parties beyond the scope or term of this MOU unless specifically documented in subsequent MOU amendments or contracts.**
- 4. Nothing within this MOU should be construed as creating a promise or guarantee of future funding nor shall any liability accrue to the parties should additional funding not be forthcoming.**
- 5. This MOU is from the effective date shown above to December 31, 2011, unless extended or replaced by other agreements. This MOU may be terminated by either party with 30 days notice.**
- 6. Any notices sent or required to be sent to any party shall be mailed to the following addresses:**

**COUNTY OF RIVERSIDE
4080 Lemon Street, Suite 400
Riverside, CA 92501
ATTN: Michael Shetler, Senior Management Analyst**

**South Coast RC&D Foundation
4500 Glenwood Drive, Building D
Riverside, CA 92501
ATTN: Carol Bartels/Holly Shiralipour, RC&D Coordinator**

- 7. Each Party, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the other party, their consultants, and each of their directors, officers, agents and employees from and against liability, claims, damages, losses, expenses, and other costs including costs of defense and attorney's fees, arising out of or resulting from or in connection with the performance of the work performed pursuant of this MOU. Such**

obligation shall not apply to any loss, damage, or injury, as may be caused solely and exclusively by the fault or negligence of a party.

8. This MOU is to be construed in accordance with the laws of the State of California.
9. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.
10. Any action in law or equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for change of venue in such proceedings to any other county.
11. This MOU is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against the County solely because, as a matter of convenience, it prepared this MOU in its final form.
12. Any waiver by parties of any breach by the other of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or any other term hereof. Failure on the part of any of the respective parties to require from the others exact, full and complete compliance with any of the terms of the MOU shall not be construed as in any manner changing the terms hereof, or stopping the respective parties from enforcement thereof.
13. This MOU may be executed and delivered in any number of counterparts or copies hereafter called "COUNTERPARTS" by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other party hereto, each COUNTERPART shall be deemed an original, and taken together, shall constitute one and the same MOU, which shall be binding and effective as to the parties hereto.
14. This MOU is intended by the parties hereto as their final expression with respect to the matter herein, and is a complete and exclusive statement of the terms and conditions thereof. This MOU shall not be changed or modified except by written consent of all parties hereto.

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 

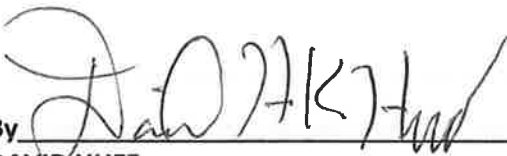
**BOB BUSTER, Chairman
Supervisor, First District
Riverside County Board of Supervisors**

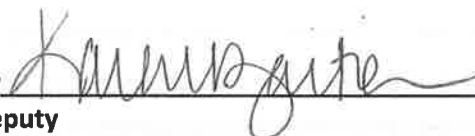
APPROVED AS TO FORM:

ATTEST:

**PAMELA J. WALLS
County Counsel**

**KECIA HARPER-IHEM
Clerk of the Board**

By 
**DAVID HUFF
Deputy County Counsel**

By 
Deputy

Dated March 10, 2011 (SEAL)

RECOMMENDED FOR APPROVAL:

SOUTH COAST RC&D FOUNDATION

By _____

**Scott A. Murray
President**

APPROVED AS TO FORM:

ATTEST:

By _____

By _____

Dated _____

(SEAL)