

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

424



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
August 20, 2013

SUBJECT: Agreement with Riverside Unified School District for SNAP-Ed Services, without seeking competitive bids

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Grant Funding between DPSS and the California Department of Social Services in the amount of \$124,667 for the SNAP-Ed Innovative Project;
2. Approve and authorize the Chairman of the Board to sign the attached Agreement # CW-02611-01 with Riverside Unified School District for the period beginning July 1, 2012 and extending an additional three (3) months to December 30, 2013 for an amount not to exceed \$146,667, without seeking competitive bids, pursuant to Government Code CSSD-23-650;
3. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY:

Lisette Rose

Current F.Y. Total Cost: \$ 124,667

**FINANCIAL
DATA**

Current F.Y. Net County Cost: \$ 0

Annual Net County Cost: \$ 0

Susan Loew

Susan Loew, Director

In Current Year Budget: No

Budget Adjustment: Yes

For Fiscal Year: 13/14

SOURCE OF FUNDS:

Federal Funding: 100%

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: August 20, 2013

DPSS, Purchasing, Auditor, EO

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 7/31/12 (#3.40)

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-66

Purchasing: *Mark Seiler*, Assistant Director
 FORM APPROVED COUNTY COUNSEL
 BY: *Elena M. Boeva*
 DATE: 7-23-13
 Departmental Concurrence
 ELENAM. BOEVA

Policy Policy
 Consent Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

RE: Agreement with Riverside Unified School District for SNAP-Ed Services, without seeking competitive bids

Date: August 20, 2013

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RECOMMENDED MOTION (Cont.):

5. Direct the Auditor Controller to make the following adjustments to the DPSS budget:

Increase Estimated Revenue:

10000-5100100000-760000 Fed-Public Assistance Admin \$124,667

Increase Appropriations:

10000-5100100000-525440 Professional Services \$124,667.

BACKGROUND: On November 30, 2011, DPSS, in collaboration with the Department of Public Health, FIND Food Bank, Chef Ryan Douglas with Riverside Unified School District (RUSD), and University of California Cooperative Extension, submitted an application for the Innovative Projects with the California Department of Social Services (CDSS). On March 7, 2012, CDSS approved the grant for the Federal Fiscal Year 2012 Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Innovative Pilot Project.

This portion of the SNAP-Ed Project will serve CalFresh recipients, senior citizens, and students. The key purpose of the project is to:

- Increase the number of CalFresh participants
- Increase client knowledge about healthy food choices
- Help clients learn to shop for CalFresh eligible foods
- Help clients prepare healthier meals within a limited budget

To further these purposes, DPSS subcontracted with RUSD for \$22,000 to provide Spanish translations for six (6) family SNAP-Ed Nutrition Videos and produce a Senior Nutrition Video.

DPSS applied to the State for further Federal funds and an additional \$124,667 in SNAP-Ed funds were approved. To expend this \$124,667, DPSS requested that RUSD increase the length of the Senior Nutrition Video, create a four (4)-video series "Cooking with Kids" at three (3) age levels, for a total of 12 videos. RUSD will also create up to 10,000 kits for students which will include information on nutritious, low fat meals and a link to the DPSS website, a cookbook with recipe cards and holders, and an age-appropriate "Cooking with Kids" video and coloring books, crayons, or pencils.

DPSS negotiated the agreement with RUSD without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

The Director of DPSS requests the Board approve Amendment #1 to Agreement #CW-02611 with Riverside Unified School District, increasing the Maximum Reimbursable Amount by \$124,667 from \$22,000 to \$146,667, without competitive bid, and extending the period by three (3) months to December 30, 2013.

RE: Agreement with Riverside Unified School District for SNAP-Ed Services, without seeking competitive bids

Date: August 20, 2013

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PRICE REASONABLENESS: Video production market research was conducted and the full production per-minute cost falls between \$500 and \$20,000. The per-minute cost for this project falls between \$83 and \$914. Government Code CSSD-23-650 allows procurement from other government agencies without bid.

FINANCIAL IMPACT: Funding for this contract is Federal and no County funds are required.

ATTACHMENTS: #CW-02611-01 Riverside Unified School District
Sole Source Justification

CONCUR/EXECUTE – Auditor Controller
Riverside County Purchasing and Fleet Services

SL:PR:clh

Date: _____ 7/1/13 _____

From: _____ Susan Loew _____ Department/Agency: _____ DPSS _____

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for (SNAP-Ed Nutrition Videos, Senior and Spanish Voice Over, and kits for students)

THIS SOLE SOURCE WAS ORIGINALLY APPROVED UNDER SOLE SOURCE APPROVAL NUMBER 13-369 for \$22,000.

(Increased deliverables appear in bold under the headings below)

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested:

Original Deliverables (\$22,000)

Deliverables are Spanish voice overs (translations) for six family SNAP-Ed (Food Stamp) Nutrition Videos and the production of a Senior Nutrition Video.

Increase Deliverables (Additional \$124,667)

12 total videos for "Cooking with Kids" created and distributed by age categories

Kits for students (by age categories) to include:

Information on nutritious, low fat meals and link to DPSS website

Video

Cookbook with recipe cards and holders

Coloring books/crayons or pencils (age appropriate)

2. Supplier being requested:

Riverside Unified School District (RUSD).

3. Alternative suppliers that can or might be able to provide supply/service:

Government Code CSSD-23-650 allows procurement from other government agencies.

4. Extent of market search conducted:

1) Hinge Marketing – Full Production Per Minute Cost = \$2,000 - \$20,000 (2-3 min Video \$5,000-\$50,000) includes:

- a. Talent
- b. Graphics
- c. Cameras

2) John Trotto Photography – Full Production Per Minute Cost = \$500 to \$3,000 includes:

- a. Script writing
- b. Talent
- c. Music

- d. Motion graphics
- e. Green screen
- f. Teleprompter
- g. Sound Mixer

3) This is our project:

Original:

- a. Senior Video – \$16,000 / 17.5 minutes = \$914/minute
- b. Spanish Translation - \$6,000 / 60 minutes (6@~10 min each) = \$100/minute

Additional Services Funded:

- a. Senior Video – Additional minutes
- b. “Cooking with Kids” - \$59,667 / ~720 minutes = \$83/minute - 12 videos @ 30 minutes (3-video series for each of 4 age categories, to include a component on kids shopping with a nutritionist)
- c. 10,000 kits for students to include
 - i. Information about nutritious, low fat meals that can be promoted as being purchased with CalFresh dollars
 - ii. Age appropriate video “Cooking with Kids”
 - iii. Cookbook with recipe cards and recipe card holder with logs

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Original

1 Senior Video (\$16,000) 15-20 Minutes Total

- 1) Write
- 2) Cast
- 3) Shoot
- 4) Edit

Voice-Over Spanish Translations to 6 Existing English Videos (\$6,000) 5-15 Minutes Each Total

- 1) Translate
- 2) Edit

Additional Services Funded:

Senior Video Additional 10-15 minutes

- 1) Write
- 2) Cast
- 3) Shoot
- 4) Edit

12 Kids Videos (\$59,667) ~720 Minutes Total

- 1) Write
- 2) Cast
- 3) Shoot
- 4) Edit

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

The funding is available to reach out to the Senior and Spanish populations in DPSS and community settings all over the county.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

There are no ongoing costs of any kind.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No future obligation.

9. Period of Performance:

July 1, 2012 through December 30, 2013.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)

Susan Joew 7/19/13
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
Not to exceed: \$146,667 (22,000+124,667) One time Annual Amount through 12-30-2013
Mark De 7-30-13 14-084
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

Original 1 of 4

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 1
PROFESSIONAL SERVICES AGREEMENT WITH

Riverside Unified School District
SNAP-Ed Services

PROFESSIONAL SERVICES CONTRACT: CW-02611-01

CONTRACT TERM: July 1, 2012 through December 30, 2013

EFFECTIVE DATE OF AMENDMENT: July 1, 2013

MAXIMUM AMOUNT: \$146,667.00

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Riverside Unified School District, hereinafter referred to as RUSD, is amended in the following particulars and no others:

1. On the Recitals Page, and every page thereafter, amend all references to the contract number to read, "CW-02611-01."
2. Revise the CONTRACT TERM to read, "July 1, 2012 – December 30, 2013."
3. Revise the MAXIMUM REIMBURSABLE AMOUNT to read, "\$146,667.00."
4. Insert new section I.G to read,
"CalFresh' refers to benefits which were formerly known as Food Stamps."
5. Delete section II.C in its entirety and replace with,
"C. DPSS will give RUSD the right to use and repurpose the:
 1. 'Cooking with a Chef' Family SNAP-Ed seven- (7) video series,
 2. 'CalFresh for Seniors' SNAP-Ed video to include the following components on a single video:
 - a. Testimonials (10 minutes),
 - b. 'Cooking with a Chef' (10 minutes), and
 - c. 'CalFresh Shopping for Seniors' (10 minutes), and
 3. 'Cooking with Kids' video series, total twelve (12), a three- (3) video series for each of four (4) age categories, to include a component on kids shopping with a nutritionist helping."

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6. Delete section IV.A.2 in its entirety and replace with,
 2. 'RUSD will give DPSS full rights to the:
 - a. '**Cooking with a Chef**' Family SNAP-Ed seven- (7) video series,
 - b. '**CalFresh for Seniors**' SNAP-Ed video to include the following components on a single video:
 - i. Testimonials (10 minutes),
 - ii. '**Cooking with a Chef**' (10 minutes), and
 - iii. '**CalFresh Shopping for Seniors**' (10 minutes); and
 - c. "Cooking with Kids" video series, total twelve (12), a three- (3) video series for each of four (4) age categories, to include a component on kids shopping with a nutritionist helping."

7. Delete section IV.A.3 in its entirety and replace with,

"Provide a Spanish voice-over for the seven- (7) family SNAP-Ed video series '**Cooking with a Chef**,' outlined in Section IV.A.2.a."

8. Delete section IV.A.4 in its entirety and replace with,

"Write, cast, shoot and edit one (1) '**CalFresh for Seniors**' video to include components outlined in Section IV.A.2.b."

9. Insert new section IV.A.5 to read,

"Write, cast, shoot and edit twelve (12) '**Cooking with Kids**' videos, a three- (3) video series for each of four (4) age categories, outlined in Section IV.A.2.c."

10. Insert new section IV.A.6 to read,

"6. Create 10,000 kits, in English and Spanish, for students to be used in the schools as follows:

 - a. Contain information about nutritious, low fat meals that are easy and quick to prepare and can be promoted as being purchased with CalFresh dollars. Information shall include a link to DPSS CalFresh.
 - b. Contain age appropriate materials:
 - i. Video of several easy to prepare recipes, '**Cooking with Kids**,' to include a component on kids shopping with a nutritionist helping, and
 - ii. Cookbook with recipe cards and recipe card holder with logs.
 - c. Individual kits for different age levels:
 - i. 2,500 kits for 1st through 3rd grade (will contain coloring books and crayons),
 - ii. 2,500 kits for 4th through 6th grade (will contain coloring books and crayons),
 - iii. 2,500 kits for Middle School (will contain pencils), and
 - iv. 2,500 kits for High School (will contain pencils)."

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11. Delete section IV.B in its entirety and replace with,

"B. PROJECT DELIVERABLES

	Deliverables	Deliverable Criteria
1.	Translate seven (7) family SNAP-Ed videos, " Cooking with a Chef " into Spanish, outlined in Section IV.A.2.a	Delivery of the videos to DPSS
2.	Write, cast, shoot and edit one (1) " CalFresh for Seniors " video, outlined in Section IV.A.2.b	Delivery of the video to DPSS
3.	Write, cast, shoot and edit twelve (12) videos for " Cooking with Kids ", a three- (3) video series for each of four (4) age categories, outlined in Section IV.A.2.c	Delivery of the video series to DPSS
4.	Create 10,000 kits for students, outlined in Section IV.a.6	Delivery of one example of each kit to DPSS and school sign-off of the number of kits received.

12. Insert new section IV.B.1 to read,

"1. The County shall have a period of five (5) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the DPSS CalWORKS liaison in writing, through U.S. mail, overnight courier, or email, of the completion of each Deliverable."

13. Insert new section IV.B.2 to read,

"2. The Contractor agrees that the Acceptance Period for a Deliverable shall begin when the Contractor receives from DPSS CalWORKS a written receipt, through U.S. mail, overnight courier, or email, for such Deliverable, which DPSS CalWORKS shall provide within two (2) business days of receipt of the Deliverable Sign-Off Document (Exhibit A). Exhibit A is attached hereto and incorporated herein by this reference. At any time within the Acceptance Period, the County shall:

- a. Provide to the Contractor a signed copy of the Deliverable Sign-Off Document (Exhibit A) or;
- b. Provide written notice of Non-Acceptance with reasonable written comments to Contractor regarding the deficiencies of the Deliverable(s). If changes or modifications are required by the County as evidenced by the Non-Acceptance notification, the Contractor shall have ten (10) business days to correct the deficiency noted therein and resubmit the Deliverable to the County beginning a new Acceptance Period. This process shall not exceed two (2) cycles."

14. Insert new section IV.B.3 to read,

"3. All Deliverables will be delivered either electronically or in paper from to the County in English, unless otherwise specified in the RUSD Responsibilities. The County will deliver to the Contractor all documents, studies, and materials in English, unless otherwise specified in the DPSS Responsibilities. All electronic documents will use the Microsoft suite of products, including but not limited to, Word, Excel, PowerPoint, Project, and Visio Pro. Signature pages may be delivered using Adobe PDF."

15. Insert new section IV.B.4 to read,

"4. The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following (Acceptance):

- a. The County submits to the Contractor the Deliverable Sign-Off Document or;
- b. The County fails to notify the Contractor within the Acceptance Period described above."

16. Delete section IV.C.1 in its entirety and replace with,

"1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this contract shall not exceed \$146,667.00. Payment is due to RUSD upon delivery of the curriculum and videos as follows:

"Cooking with a Chef" Family SNAP-Ed seven- (7) video series, Spanish Voiceovers	\$ 6,000.00
"CalFresh for Seniors" video	16,000.00
"Cooking with Kids" three- (3) video series for four (4) age categories, twelve (12) total	59,667.00
10,000 kits for students	65,000.00
TOTAL	\$146,667.00

17. Insert new section IV.C.2.d to read,

"All invoices must be submitted within 30 (thirty) days of completion of deliverables."

18. Delete section V.A in its entirety and replace with,

"This Contract is effective July 1, 2012 to December 30, 2013, with no one- (1) year renewal options."

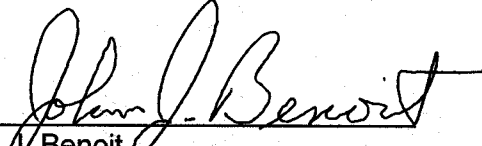
19. Delete Exhibit A "Deliverable Sign-Off Document" and replace with new Exhibit A "Deliverable Sign-Off Document Revised 7/1/13."

20. Delete Exhibit A "CONTRACTOR PAYMENT REQUEST" and replace with Exhibit B, "CONTRACTOR PAYMENT REQUEST."

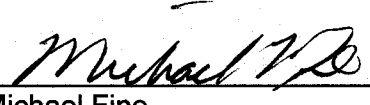
The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of the Amendment #1 to the Contract.

Riverside County

Riverside Unified School District




John J. Benoit,
Chair, Board of Supervisors




Michael Fine
Deputy Superintendent

AUG 00 2013
Date

7/29/13
Date

ATTEST:
KECIA HARPER-JHEM, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  7-23-13
ELENA M. BOEVA DATE

Deliverable Sign-Off Document Revised 7/1/13

Project Information		
Dept. DPSS	Project: SNAP Ed	
Project Manager: Jill Kowalski		Ext:
SOW: N/A		
Project Deliverable Description		
Due Date: N/A	Deliverable #:	
Deliver to: N/A		
Resource(s) Responsible:		
Deliverable Description:		
Deliverable Approval		
Approval Signatures:	Date:	Comments:
Contractor – RUSD		
Project Manager – Jill Kowalski		
Non-Acceptance of Deliverable		
Signatures:	Date:	
Project Manager		
Reason for Non-Acceptance		

Please return to:
 Department of Public Social Services
 Attn: Jill Kowalski
 4060 County Circle Dr.
 Riverside CA, 92503

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Riverside Unified School District
Remit to Name
3380 14th Street
Address
Riverside CA 92501
City State Zip Code
Riverside Unified School District
Contractor Name
CW-02611-01
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

[] Advance Payment \$ _____
(if allowed by Contract/MOU)
[] Unit of Service Payment \$ _____
of Units) X (\$) _____

of Units) X (\$) _____

[] Actual Payment \$ _____
(Same amount as 2076B if needed)
of Units) X (\$) _____
of Units) X (\$) _____
of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) Purchase Order # (10) Invoice #
Account (6) Amount Authorized
Fund (5) If amount authorized is different from amount request, please explain:
Dept ID (10)
Program (5) Program (if applicable) Date
Class (10) Management Reporting Unit Date
Project/Grant (15) Contracts Administration Unit Date
Vendor Code (10) General Accounting Section Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.