



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 10/20/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Chairwoman Michelle Steel, Second District
Supervisor Don Wagner, Third District

DEPARTMENT HEAD REVIEW: _____
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Debra Baetz (714) 541-7773

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 2020 OCT 14 PM 2:06
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS

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SUBJECT: First Amendment to Agreement for Emergency Food Distribution Services

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD

NO LEGAL OBJECTION

Discussion

Action

3 Votes Board Majority

CEO Signature

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County Counsel Signature

Budgeted: Yes

Current Year Cost: \$3,000,000

Annual Cost: N/A

Staffing Impact: N/A

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: See Financial Impact Section

Funding Source: Fed: 100% (CARES Act)

County Audit in last 3 years N/A

Prior Board Action: 05/19/2020 #S68D

RECOMMENDED ACTION(S)

1. Direct SSA to issue an Amendment to the Agreement with Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County to extend the Agreement end date to November 30, 2020, increase the maximum shared aggregate obligation by \$3,000,000, for a revised cumulative total of \$6,000,000, and update the terms and conditions.
2. Delegate authority to the Social Services Director, or designee, to execute an Amendment to the Agreement with Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County for the term of May 19, 2020, through November 30, 2020.

SUMMARY:

Issuance of an Amendment to the Social Services Agency's (SSA) Agreement with Second Harvest Food Bank of California, Inc. and Community Action Partnership of Orange County will allow the County of Orange to continue to support community-based efforts of providing food to residents of Orange County impacted by the Novel Coronavirus Disease Outbreak pandemic.

BACKGROUND INFORMATION:

On May 19, 2020, the Board approved SSA's current Agreement with Second Harvest Food Bank of California, Inc. and Community Action Partnership of Orange County with a maximum shared aggregate obligation of \$3,000,000. Due to the unprecedented unemployment caused by COVID-19, approval is requested by the Board of Supervisors' (Board) to direct SSA to issue an Amendment to the Agreement with Second Harvest Food Bank of California, Inc. and Community Action Partnership of Orange County to provide Supplemental Financial Support for Emergency Food Distribution Services to extend the Agreement, through November 30, 2020, with a revised maximum cumulative total of \$6,000,000 and update the terms and conditions.

The COVID-19 pandemic and resulting high unemployment have caused an unprecedented scale of Orange County residents seeking emergency food assistance from community organizations including Second Harvest Food Bank of Orange County, Inc. and Community Action Partnership of Orange County (Food Banks). According to the State of California Employment Development Department the unemployment rate in Orange County continues to be elevated. Due to the impact of the COVID-19 pandemic, the Federal Government has determined that it may be necessary as an emergency protective measure to provide food to meet the immediate needs of those who do not have access to food as a result of COVID-19 and to protect the public from the spread of the virus.

The Food Banks are local non-profit community-based organizations with long histories of serving Orange County residents. They have been on the front line providing emergency food assistance by distributing food directly to Orange County residents and by supporting more than 500 Orange County organizations in their efforts to provide food for the food-insecure communities they serve. The Food Banks are normally funded by grants, donations and private support. However, due to the COVID-19 pandemic and resulting high unemployment, these financial resources are at risk of rapidly being depleted such that food needs of Orange County residents cannot be met by these traditional funding sources.

With Board approval, the County will provide supplemental funding to the Food Banks as their traditional funding resources has become insufficient to meet residents' needs. Food Banks shall apply for all available funding opportunities and contributions (e.g., federal stimulus grants, state programs, donations, private grants) and are requesting supplemental funding from the County only after other resources have been exhausted.

Funding for the Amendment to the Agreement for Supplemental Financial Support for Emergency Food Distribution Services may include, but is not limited to, CARES Act and Federal Emergency Management Agency (FEMA) funding, which reimburses for actual costs only. Funding is limited to available sources to support efforts related to the pandemic and is not a County general fund obligation. In addition, funding is intended for the purchase of grocery items, other commodities necessary for the packaging of food,

storage and distribution of food. The Food Banks will submit monthly invoices to the County to document their actual expenditures.

This agreement does not currently include subcontractors or pass through to other providers.

FINANCIAL IMPACT:

Funding of this Agreement is 100 percent federal through the CARES Act and/or FEMA Public Assistance. Payment to the Food Banks be absorbed with existing CARES appropriation and revenue in Budget Control 063, Social Services Agency in FY 2020-21.

The proposed Agreement includes provisions that the Agreement is contingent upon the availability of funds and inclusion of sufficient funds in the budget approved by the Board for each fiscal year the Agreement remains in effect or operation. In the event such funding is terminated or reduced, the County may terminate the Agreement, reduce the County's maximum obligation or modify the Agreement, without penalty.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

N/A