

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: COMMUNITY SERVICES AGENCY

BOARD AGENDA # *B-3

Urgent _____ Routine X

AGENDA DATE October 16, 2001

CEO Concurs with Recommendation YES phk NO _____

4/5 Vote Required YES _____ NO X

(Information Attached)

SUBJECT:

APPROVAL OF THE THREE-YEAR EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP) MEMORANDUM OF UNDERSTANDING (MOU) #L61064 WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS).

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE THREE-YEAR EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP) MEMORANDUM OF UNDERSTANDING (MOU) #L61064 WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS).
2. AUTHORIZE THE DIRECTOR OF COMMUNITY SERVICES AGENCY OR HIS ASSISTANT DIRECTOR DESIGNEE TO SIGN THE MOU AND ANY AMENDMENTS.

FISCAL
IMPACT:

The amount received from the three-year Emergency Food Assistance Program (EFAP) MOU is approximately \$46,000 annually. Appropriations and estimated revenues for the Commodities program have already been included in the agency's budget, Fund 1631, for FY 2001/2002. These funds are 100% Federal and do not require a county match. There is no impact to the County General Fund as a result of the EFAP agreement.

BOARD ACTION AS FOLLOWS:

No. 2001-803

On motion of Supervisor Caruso, Seconded by Supervisor Blom
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL OF THE THREE-YEAR EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)
MEMORANDUM OF UNDERSTANDING (MOU) #L61064 WITH THE CALIFORNIA
DEPARTMENT OF SOCIAL SERVICES (CDSS).

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DISCUSSION: The Temporary Emergency Food Assistance Program (TEFAP) was established in 1983 as a federal assistance program to distribute United States Department of Agriculture (USDA) surplus food to low-income families and individuals on a monthly basis. Additionally, in California fresh produce was added into the program through California Emergency Foodlink's agricultural food rescue program, "Donate Don't Dump." TEFAP in California is administered through an innovative partnership between the United States Department of Agriculture, the California Department of Social Services (CDSS), California Emergency Foodlink and local food distribution agencies. This partnership has enabled California's poor to receive millions more pounds of food than would have been otherwise available. Recently the program name has been shortened to the Emergency Food Assistance Program (EFAP).

The MOU with CDSS allows the Community Services Agency (CSA) to continue as the entity responsible for administering the distribution of government commodities in Stanislaus County for another three years, and provides reimbursement for storage and distribution activities. CDSS reimburses CSA approximately \$46,000 annually for these activities.

For a number of years, the Community Services Agency (CSA) has contracted with the Salvation Army for the storage and distribution of EFAP Commodities. The Salvation Army maintains good communications with our agency. A recent CDSS Annual Review of Stanislaus County's EFAP resulted in no areas of concern or areas out of compliance. Salvation Army distribution sites cover all parts of the county and special efforts are being made to serve our neediest residents living in the southwest portion of the county. The contract with the Salvation Army will continue and will be approved in conjunction with County Purchasing.

This year the Salvation Army distributed 1,242,255 pounds of EFAP commodities to 7,606 low-income Stanislaus County residents, comprising 3,403 families. 1,049,351 pounds of food was received from the USDA, 121,953 pounds from the California Emergency Foodlink's "Donate-Don't Dump" program and 70,951 pounds of commodities donated locally to the Salvation Army. 243 volunteers donated 8,344 hours at 30 distribution sites throughout Stanislaus County.

**POLICY
ISSUE:**

The approval of this MOU supports the Boards priority of maintaining safe, healthy communities and community service delivery through the distribution of EFAP Commodities to low income families in Stanislaus County.

**STAFFING
IMPACT:**

None.

MEMORANDUM OF UNDERSTANDING #L61064**By and Between****California Department of Social Services****and****Stanislaus County Community Services Agency****P.O. Box 42****Modesto, CA 95353**

1. The County-designated Eligible Recipient Agency (ERA) agrees to receive, store, transport, and distribute all California Department of Social Services (CDSS) Emergency Food Assistance Program (EFAP) food products allocated to the State by the United States Department of Agriculture to all eligible agencies, families, and persons within its service area, as approved by its County Board of Supervisors and CDSS.
2. The ERA and CDSS will comply with all program-related requirements in accordance with Federal and State laws, policies, rules, and regulations, including, but not limited to, all terms and conditions set forth in 7 Code of Federal Regulations (CFR), Parts 250, 251, and 3015, the EFAP Policy and Procedure Manual, CDSS and Food and Nutrition Services (FNS) policy and information letters, and supplemental program documents.
3. The ERA will comply with Federal and State Civil Rights laws and regulations including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135), and all requirements imposed by the regulations of the United States Department of Agriculture (USDA) (7 CFR, Part 15), Department of Justice (28 CFR, Parts 42 and 50), and FNS directives or regulations issued pursuant to that Act. The ERA also agrees to comply with Article 9.5 (commencing with Section 11135) of Chapter 1, Part 1, Division 3, Title 2 of the Government Code, and the regulations adopted, or actions taken, by the State to implement such article.
4. The ERA agrees to maintain records in accordance with accepted accounting and fiscal procedures and submit reports in a timely manner as specified in the EFAP Policy and Procedure Manual. These records and reports include, but are not limited to, Inventory Activity Reports for USDA commodities, local solicitation, and Donate/Don't Dump, household participation reports, congregate feeding participation reports, and receipts and ledgers in support of reimbursement claims. The ERA further agrees that the State and the USDA will have the right to review, obtain, and copy all records pertaining to this agreement. The ERA will provide, or otherwise make available to the State and to the USDA, access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other written material that may be relevant to this agreement. The ERA agrees to maintain such records for a period of three years from the close of the Federal fiscal year to which they pertain. In the case of an audit or investigation, the ERA agrees to maintain records beyond the three-year period until all proceedings are completed.
5. The ERA will maintain written records and procedures that ensure that required audits of ERA operations are able to be conducted in accordance with the requirements of the USDA, the Food and Nutrition Service (FNS), the Federal Office Management and Budget (OMB) A-133 (non-profit corporation), as applicable.

6. CDSS delegates the responsibility and authorizes the ERA to determine whether organizations meet the eligibility criteria to serve as distribution sites in the ERA's service area. The ERA agrees to assess the eligibility of distribution sites to receive and distribute USDA commodities according to the eligibility criteria outlined in the EFAP Policy and Procedure Manual, Section 5. Pursuant to 7 CFR, Final Rule, Section 251.2, the ERA agrees to have a written agreement with each enlisted distribution site before the site will receive EFAP food and/or administrative funds. The ERA will compose the agreement according to content requirements listed in the EFAP Policy and Procedure Manual, Section 6.
7. CDSS delegates the responsibility and authorizes the ERA to allocate USDA commodities to distribution sites in accordance with 7 CFR 251.4(h)(i) and (ii). Therefore, the ERA agrees to only allocate USDA commodities to distribution sites that are emergency feeding organizations, such as food pantries, soup kitchens, charitable institutions, food banks, hunger centers, and similar public or private non-profit eligible recipient agencies.
8. By signing this Memorandum of Understanding (MOU), the ERA accepts the value of the donated EFAP food products as full consideration for their costs and services associated with the storage, handling, and distribution of EFAP food products. The ERA also agrees to accept other duties that may be required such as services during times of disaster, acceptance of donated food provided by the program, or other related activities as determined by CDSS. CDSS will make its best effort to compensate ERAs for these activities.
9. This MOU may be amended at any time with written mutual consent. This MOU may be terminated by either party with a written thirty-day (30) advance notice. CDSS may cancel this MOU immediately upon receipt of evidence that the ERA is not in compliance with the EFAP terms and conditions.
10. CDSS will (subject to the availability of funds) make available to the ERA a tentative annual reimbursement amount to help offset some of the allowable direct costs associated with the storage, handling, and distribution of donated commodities made available by CDSS. CDSS may, on the ERA's request, issue a cash advance to the ERA not to exceed 25 percent of the annual tentative reimbursement amount in accordance with procedures established in the EFAP Manual. This cash advance will be recovered from reimbursement payments made in the final two quarters of the Federal Fiscal Year (FFY).
11. The term of this MOU shall be from October 1, 2001 through September 30, 2004.

MOU #L61064
CDSS/Stanislaus County Community Services Agency

I, the agent authorized by the governing board of named Eligible Recipient Agency (or by the Chief Administrator if no governing board) to enter into this agreement, certify that the information presented is true and agree to the terms and conditions of this Memorandum of Understanding.

Stanislaus County Community Services Agency
Name of Eligible Recipient Agency

10/24/01
Date

Jeff Jue
Signature of ERA Representative

Director
Title

Jeff Jue
Printed or Typed Name

Date

Ceil Chatham
Signature of ERA Alternate Representative

Assistant Director
Title

Ceil Chatham
Printed or Typed Name

11/01/01
Date

California Department of Social Services

Upon approval by the State agency, this MOU shall constitute an agreement which shall remain in full force and effect, unless amended or terminated, during the term stated herein.

John E. Ayson
JOHN E. AYSON, Chief
Contracts Bureau

11-13-01
Date

**APPROVED
AS TO FORM**

[Signature]

Note: Submit two (2) copies with original signatures. No photocopies will be accepted.