

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 21, 2023 [ X ] Consent [ ] Regular
[ ] Ordinance [ ] Public Hearing

Department
Submitted By: Community Services
Submitted For: Human Services and Community Action Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the Performance Based Agreement with the Coalition of Florida Farmworker Organizations, Inc. (COFFO), for the period October 12, 2023 through October 11, 2024, in an amount not-to-exceed \$18,750, for outreach and enrollment services to approximately 250 unduplicated farm and food workers who incurred expenses due to the COVID-19 pandemic through the U. S. Department of Agriculture (USDA).

Summary: The United Migrant Opportunity Services, Inc. (UMOS) is a USDA Farm and Food Worker Relief (FFWR) Program approved organization that has entered into an agreement with COFFO to serve farm and food workers throughout the state of Florida. COFFO seeks to enter into an agreement with Palm Beach County to enroll approximately 250 unduplicated farm and food worker beneficiaries in the FFWR Program. Palm Beach County staff will conduct outreach activities, determine eligibility and assist with the application process for interested farm and food workers throughout Palm Beach County. The cost per unduplicated worker applications is \$75 per completed application. UMOS will process payments directly to eligible workers and COFFO will compensate Palm Beach County for services rendered. Agricultural and meatpacking workers, as well as select grocery workers, may receive one relief payment per person if they worked in an eligible front-line job in the U.S. during the COVID-19 pandemic (between January 20, 2020 through March 11, 2023). No County match is required. (Human Services and Community Action Program) Countywide (HH)

Background and Justification: The USDA FFWR Program awards non-profit organizations and tribal communities funding to issue one-time \$600 relief payments to eligible farm and food workers. UMOS has received the funding and will work with Palm Beach County Community Services Department to assist with the eligibility and application process. The one-time relief payments will be distributed by UMOS and are used to help eligible workers defray COVID-19 related costs for reasonable and necessary personal, family and/or living expensive incurred during the period January 20, 2020 through March 11, 2023. Staff will reach out to agriculture/meatpacking workers and their employers to help process applications, collect verification, determine eligibility.

Attachments: Performance Based Agreement

DocuSigned by: James E. Green 10/24/2023
Recommended By Department Director Date
Approved By Assistant County Administrator Date 11/7/2023

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years             | 2024     | 2025     | 2026 | 2027 | 2028 |
|--------------------------|----------|----------|------|------|------|
| Capital Expenditures     |          |          |      |      |      |
| Operating Costs          | 18,750   |          |      |      |      |
| External Revenue         | (18,750) |          |      |      |      |
| Program Income (County)  |          |          |      |      |      |
| In-Kind Match (County)   |          |          |      |      |      |
| <b>NET FISCAL IMPACT</b> | <b>0</b> | <b>0</b> |      |      |      |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| No. ADDITIONAL FTE POSITIONS (Cumulative) |  |  |  |  |  |
|---|--|--|--|--|--|

Is Item Included In Current Budget? Yes  X  No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes  X  No \_\_\_\_\_  
 Does this item include the use of state funds? Yes \_\_\_\_\_ No  X

Budget Account No.:  
 Fund 1003 Dept 145 Unit 1455 Object Var. Program Code Var. Program Period  
Var. Fund

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

U.S. Department of Agriculture (USDA) Farm and Food Worker Relief (FFWR). The cost per unduplicated worker applications is \$75 per completed application. PBC will be compensated for each completed application. UMOS, thru the FFWR Program will issue the one-time relief payments to eligible farm and food workers. No County match is required. Revenue will offset existing operational expenses.

| Source                      | Total Budget | Duration | Target Demographics   | Cost per:                      | Annual Revenue |
|-----------------------------|--------------|----------|---|--------------------------------|----------------|
| UMOS thru USDA FFWR Program | \$18,750     | 1 year   | 250 unduplicated PBC farm & food workers who incurred COVID-19 expenses | \$75 per completed application | \$18,750       |

**C. Departmental Fiscal Review:**

DocuSigned by:

*Julie Dowe*

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Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*Julie M. [Signature]* 10/30/23  
 OFMB *JA 10/25*  
*\$10/26*

*[Signature]* 11/6/23  
 Contract Development and Control  
*11/3/23*

**B. Legal Sufficiency:**

*Helene C. [Signature]* 11-6-23  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**PERFORMANCE BASED AGREEMENT WITH PALM BEACH COUNTY FOR THE  
FARM AND FOOD WORKERS RELIEF PROGRAM**

This **Performance Based Agreement** is entered into this \_\_\_\_\_, 2023, by and between the Coalition of Florida Farmworker Organizations, Inc., hereinafter referred to as COFFO, a not-for-profit organization located at 778 West Palm Drive, Florida City, Florida and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, Florida.

**WHEREAS**, pursuant to the Prime Agreement between COFFO and the United Migrant Opportunity Services (UMOS- Prime Contractor) dated January 2, 2023 (as may be amended from time to time, by the Prime Contractor), is funding COFFO for the implementation of the project entitled Farm & Food Workers Relief Program (FFWR), for a period of one year.

**WHEREAS**, COFFO and the COUNTY are entering into this formal Performance Based Agreement.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS**

**1. TERM AND DURATION**

The term of this Performance Based Agreement is for the 12-month period from 10/12/2023 to 10/11/2024 of the Prime Agreement, unless earlier terminated by the Prime Agreement.

This Agreement will remain in force after the end of the Project implementation until all final reporting requirements are submitted and approved by COFFO and the Prime Contractor.

**2. HIERARCHY OF TERMS AND CONDITIONS**

This Performance Based Agreement is comprised of the terms and conditions set out in the main body hereof and the following project documents attached thereto:

**Schedule A: Scope of Work**

**3. RELATIONSHIP OF PARTIES**

For the purpose of this Performance Based Agreement, the relationship between COFFO and COUNTY is solely that of independent parties collaborating for the implementation of the Project. Each party is not and will not become an employee, agent or principal of the other party while this Agreement is in effect. COFFO and the COUNTY are not engaged in, and nothing herein shall be deemed to create, an employer-employee relationship. Neither COFFO nor COUNTY has the authority to create any obligations expressed or implied on behalf of each other.

**4. AMOUNT OF PARTNERSHIP AGREEMENT**

In consideration of COUNTY carrying out its respective activities for implementation of the Project as described in **SCHEDULE A - SCOPE OF WORK**, COFFO will make available the funding for the activities over the term of this Agreement.

- a. Over the term of this Agreement, the total estimated amount of the Project is Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) based on Seventy-Five Dollars (\$75.00 for) Two Hundred Fifty (250) client applications approved by COFFO & UMOS (**SCHEDULE B – SCHEDULE OF PAYMENTS**).
- b. A written request for funds from COFFO by the COUNTY specifying the amount requested based upon the **SCHEDULE A** and **SCHEDULE B**.
- c. This will include documentation sufficient to establish that Client Applications described in **EXHIBIT A** have been completed.
- d. All funding, including the obligated amount, is subject to the continued availability of COFFO's funding under the Prime Agreement, satisfactory progress, and completion of deliverables outlined in this Performance Based Agreement.
- e. Future obligations of funds, if any to the Project amount shall be affected by written modifications to this Performance Based Agreement.
- f. COFFO will invoice the Prime Contractor (UMOS) on the 15<sup>th</sup> of each month and compensate COUNTY upon receipt of funds for applications submitted and approved.

## **5. MONITORING**

COFFO will be involved in the monitoring of progress towards the achievement of objectives during the course of the Project. Monitoring visits activities may include and are not limited to onsite visits, sub-award review meetings and other measures necessary to monitor activities.

## **6. REPORTING**

- a. On or before the 10<sup>th</sup> of each month, applications will be submitted for the most recent month ended.
- b. Reports will include client files with all documentation verifying eligibility.
- c. Ineligible files will be returned for items missing or questionable, or if client has been served by another entity.

*REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*

## SCHEDULE A – SCOPE OF WORK

COUNTY agrees to enroll 250 beneficiaries for the Farm and Food Worker Relief (FFWR) Project for the duration of this Agreement commencing October 12, 2023 and terminating October 11, 2024. The actual number of Beneficiaries may change upon mutual agreement by both parties. Payment to beneficiaries will be disseminated directly by UMOS (United Migrant Opportunity Services).

### SCOPE OF WORK

#### 1) Outreach and Recruitment Activities

- a) Conduct outreach activities to distribute brochures and literature to network entities;
- b) Identify potential participants and submit potentially eligible participants via intra-referral using MYCAP Database System for Relief Assistance; and
- c) Assist Beneficiary with the application process, including the submittal of employment verification.

#### 2) Eligibility Determination

- a) Review Beneficiary's documentation that assures:
  - i) Eligibility period and meets the Age requirement;
  - ii) Work Occupation;
  - iii) Employment documentation;
  - iv) Work is performed with companies associated with the appropriate Standard Occupational Classification (SOC) or the North America Industry Classification system (NAICS) in which the work is performed as described in the RFA;
  - v) COVID Impact Documentation (Self-attestation); and
  - vi) Proof of Identification.

#### 3) Work Occupations

- a) Select SOC that corresponds with the Beneficiary's work Occupation;
- b) Interview Beneficiary's work Occupation discrepancies/no match to validate work activities and clarify any concerns associated with SOC codes;
- c) Determine if the Beneficiary's work activity meets the criterion and render a decision. If no, issue a denial; and
- d) Documentation proving employment at a food processing facility, meatpacking facility, or farm.

#### 4) Employment documentation

- a) Review Employment documentation that provides proof of work;
- b) Acceptable Forms of documentation such as a W-2, tax form, paycheck stubs, or Employer Contract;

NOTE: Photographic evidence at the worksite can be included for self-attestation and must be date stamped.

- c) Self-Attestation with required data elements of work performed with the employer that includes:
  - i) Name of Employer and contact information;

- ii) Work Performance period; and
- iii) Earnings.
- d) Review Self-Attestation will require Employer or third-party verification.

5) Review Identification Provided

- a) Most desired Forms of Identification include State issued ID or Identification, U.S. military ID card, Consular or Government issued ID (Foreign or Domestic, H2A Visa/H2B Visa, Employer Issued Identification, Border Crossing Card (BCC) is both a BCC and a B1/B2 visitor's visa. A BCC (also referred to as a DSP-150) or any other Photo Identification; and
- b) Least Desired Forms of Identification may include a Birth Certificate, Social Security card, Medicaid/ Medicare card, Original or certified copy of a Consular Report of Birth Abroad (CRBA) (Form FS-240) or Certificate of Report of Birth (DS-1350 for FS-545) issued by the U.S. Department of State.

6) Reporting completed applications

- a) Submit paperwork and forms via MYCAP (GoEngage) upon completion of application;
- b) Participate in all scheduled conference calls and training, as needed;
- c) Comply with all requested paperwork changes as needed; and
- d) Payment will be based on the established reimbursed rate per Beneficiary.

**SCHEDULE B**

**SCHEDULE OF PAYMENTS**

The Scope of Work consists of work to be completed during the term of this Agreement, the total estimated amount of the Project is Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) based on Seventy-Five Dollars (\$75.00 for) Two Hundred Fifty (250) client applications approved by COFFO & UMOS.

| <b>CLIENT APPLICATIONS</b>           | <b>UNIT COST</b>               | <b>TIMELINE</b>                     | <b>TOTAL</b>          |
|--------------------------------------|--------------------------------|-------------------------------------|-----------------------|
| 250 Unduplicated Client Applications | \$75 per completed application | October 12, 2023 – October 11, 2024 | \$18,750 (250 x \$75) |

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provision of the Agreement.

AGENCY:

Coalition of Florida Farmworker Organisations, Inc.

AGENCY'S Name Typed

Wilfred Mondelus Pressa

AGENCY'S Signatory Name

Board Director

AGENCY'S Signatory Title Typed

ATTEST:

Joseph Abruzzo  
Clerk of the Circuit Court & Comptroller  
Palm Beach County

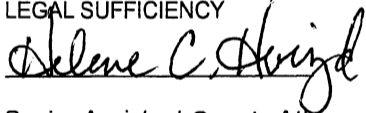
PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
, Mayor

APPROVED AS TO FORM AND

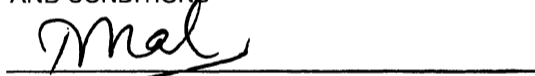
LEGAL SUFFICIENCY



Senior Assistant County Attorney

APPROVED AS TO TERMS

AND CONDITIONS



Taruna Malhotra, Deputy Director  
Community Services Department