

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: **October 19, 2021**       **Consent**       **Regular**  
     **Ordinance**       **Public Hearing**

Department: **Criminal Justice Commission**  
 Submitted By: **Criminal Justice Commission**

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

- A) approve** a Grant Agreement with the Legal Aid Society of Palm Beach County (Legal Aid) for the period of October 19, 2021 through October 18, 2022 in the amount of \$75,000 to continue the implementation of its Community ID Card Program.
- B) authorize** the County Administrator or her designee to execute any amendments relating to this agreement on behalf of the Palm Beach County Board of County Commissioners (BCC), after approval of legal sufficiency by the County Attorney's Office and within budgeted allocations.

**Summary:** On August 17, 2021, the BCC directed staff to allocate \$75,000 in the fiscal year 2021/22 budget to fund the Community Identification (ID) Card Program administered by Legal Aid. This will be a one-time grant award. The ID Card Program is designed to be largely self-sustaining through the \$20 fees charged and funding from other municipalities and non-profit agencies across Palm Beach County. Legal Aid will provide the County with semi-annual reports, due every six-months, detailing program performance and the use of grant funds provided under this agreement. Legal Aid will also collaborate with the Palm Beach County Sheriff's Office (PBSO) to incorporate best practices. **No County matching funds are required. Countywide.**  
**(JW)**

**Background and Justification):**

Legal Aid began the Community ID Card Program in February 2019 with a startup grant of \$40,000 from the City of West Palm Beach. During its first year of operations, the program issued 3,000 community ID cards. In 2020, this number dropped significantly to 100, primarily due to funding shortfalls and the pandemic. The Legal Aid estimates approximately 75-90% of these cards were issued to undocumented members of the community. The cost of each ID card is \$20 and is renewable annually.

The Cities of West Palm Beach, Lake Worth Beach and Belle Glade passed resolutions to accept the community ID cards for access to city services such as, library use, a secondary form of ID for utilities, and admissions to city events. According to Legal Aid, Guardians Credit Union, local pharmacies, county libraries, and the Health Care District accept the ID cards. The PBSO did not support the program in its current format; however, Legal Aid has agreed to work with PBSO to improve the program design.

**Attachments:**

- 1) Grant Agreement

Recommended by:       10/7/21  
    **Department Director**      **Date**

Approved by:       10/14/2021  
    **Assistant County Administrator**      **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Personal Services					
Operating Cost	\$75,000				
Capital Expenditures					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	\$75,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget?      Yes X      No  
 Does this item include the use of federal funds?      Yes      No X

**Budget Account Exp No: Fund 0001 Dept 760 Unit 7623 Obj 3401**

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


**B. Departmental Fiscal Review:** \_\_\_\_\_




Digitally signed by Mariana Diaz  
 DN: DC=org, DC=pbccgov, OU=Enterprise,  
 OU=PSD, OU=Users, CN=Mariana  
 Diaz, E=MDiaz@pbccgov.org  
 Date: 2021.09.21 16:52:58-04'00'

**III. REVIEW COMMENTS:**

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

  
 \_\_\_\_\_  
 OFMB QA 9-30-21

 10/17/21  
 \_\_\_\_\_  
 Contract Dev. & Control  
 10-7-21 TW

**B. Legal Sufficiency**

  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review**

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

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)**

**GRANT AGREEMENT**  
**FOR**  
**COMMUNITY ID PROGRAM**

THIS GRANT AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as COUNTY), with the physical address of 301 North Olive Avenue, West Palm Beach, and **LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.** (hereinafter referred to as LEGAL AID), a Florida not-for-profit corporation, with a physical address of 423 Fern Street, Suite 200, West Palm Beach, whose Federal I.D. is 59-6046994.

WHEREAS, LEGAL AID was originally founded to provide legal advice to the economically disadvantaged of Palm Beach County; and

WHEREAS, the role of LEGAL AID has expanded over the years to respond to the needs of the community, and its services include the administration of several diverse programs; and

WHEREAS, LEGAL AID implemented a Community ID Card PROGRAM (the **“Program”**) to provide identification cards to requesting residents of Palm Beach County, as a useful form of secondary identification; and

WHEREAS, the community ID cards are anticipated to be helpful to homeless individuals, persons re-entering the community after incarceration and those who do not have drivers’ licenses; and

WHEREAS, LEGAL AID ,a community nonprofit agency is asking the COUNTY and various municipalities to assist in funding the effort to continue the Program ; and

WHEREAS, on August 17, 2021, The COUNTY approved a one-year grant award of \$75,000 to support the continuation of the Program. The Program will work collaboratively with municipalities across Palm Beach County to ensure acceptance and recognition of the ID card;

WHEREAS, LEGAL AID agrees to conform to strict verification of identity and security standards.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

**SECTION 1. GRANT AND USE OF FUNDS.**

- 1.1. The COUNTY hereby grants to LEGAL AID an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) to be used solely for operations of the Community ID program (the **“Grant”**).

- 1.2 Disbursement. Upon execution of this Agreement an initial payment of \$50,000.00 will be disbursed to LEGAL AID, and six months later the balance will be disbursed upon receipt of the first semi-annual performance report (as outlined in Section 4.1).
- 1.3 Final Invoice In order for both parties herein to close their books and records, LEGAL AID will clearly state “final invoice” on LEGAL Aid’s final/last billing to the COUNTY. This shall constitute LEGAL AID’s certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by LEGAL AID.
- 1.4 In order to do business with Palm Beach County, LEGAL AID is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If LEGAL AID intends to use sub-consultants, LEGAL AID must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that LEGAL AID and all of its subconsultants are registered in VSS.

## **SECTION 2. TERM.**

- 2.1 This Agreement shall be effective as of October 19, 2021 and shall continue in full force and effect until October 18, 2022 or COUNTY’s receipt of acceptable evidence of the use of the funds for the intended purpose, but not to exceed one year, unless otherwise terminated as provided herein (the “**Term**”).

## **SECTION 3: ADDITIONAL LEGAL AID OBLIGATIONS.**

- 3.1 Semi-Annual Reporting. LEGAL AID shall provide semi-annual reports, due every six months, Reporting on the Program and providing performance details, and evidence detailing the use of the grant funds provided under this agreement. The final semi-annual report shall be submitted no later than sixty (60) days following the expenditure of all grant funds under this Agreement.

## **SECTION 4. CONDITIONS.**

- 4.1 Reports. The Grant under this Agreement is conditioned upon the COUNTY’s receipt and approval of the semi-annual performance reports required under this agreement, along with the documentation showing expenditure of the Grant funds in accordance with this Agreement. Failure of LEGAL AID to submit satisfactory reports shall be grounds to declare default of this Agreement.
- 4.2 Continuation of Program. The grant under this agreement is conditioned upon LEGAL AID’s Program continuation. Failure of LEGAL AID to take actions to continue the Program for a period of one (1) year shall be grounds to declare default of this Agreement.

- 4.3 Records. All of LEGAL AID's books, records and document related to this Agreement and the Program shall be made available for inspection and/or audits by the COUNTY's without notice throughout the term of this Agreement. In addition, LEGAL AID must retain all records related to this Agreement. The COUNTY shall have access to such records, for the purpose of inspection or audit during the (5) year period.
- 4.4 Ethics. LEGAL AID shall have policies and procedures to prevent its employees, consultants, or member of its governing board of committees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others with whom they have family, business, or other ties. These policies must also provide for prompt notification of these kinds of activities, relationships or financial interests, or the improper use of funds to a responsible and objective LEGAL AID official.
- 4.5 Non-Discrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, LEGAL AID warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, LEGAL AID represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the LEGAL AID shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall LEGAL AID retaliate against any person for reporting instances of such discrimination. LEGAL AID shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. LEGAL AID understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. LEGAL AID shall include this language in its subcontracts.

4.6 Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or LEGAL AID.

4.7 Access and Audit. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the LEGAL AID, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## **SECTION 5. DEFAULT: TERMINATION; REMEDIES.**

5.1 Default. LEGAL AID's failure to comply with any of the provisions of this Agreement within the time required, shall constitute a default.

5.2 Default Notice. In the event that a party fails to comply with the terms of this Agreement, then the non-defaulting party shall provide to the defaulting party notice of the default and the defaulting party shall have thirty (30) calendar days within which to initiate action to cure the default to the satisfaction of the non-defaulting party.

5.3 Termination. In the event that the defaulting party fails to timely cure the default, the non-defaulting party, shall have the right to terminate this Agreement. The effective date of the termination shall be the date of the notice of termination. Termination of this Agreement by the COUNTY shall relieve the COUNTY of any further obligations under this Agreement. Termination shall not release LEGAL AID from its obligations under this Agreement, including, without limitation refunding any unearned portion of the Grant.

- 5.4 Repayment of Funds. LEGAL AID shall repay the COUNTY in the event of default and for all unauthorized, illegal, or otherwise unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after expiration of this Agreement. LEGAL AID shall also be liable to reimburse the COUNTY for any lost or stolen funds. Any portion of the Grant which is to be repaid to the COUNTY shall be repaid by delivering a cashier's check for the total amount due, payable to the Palm Beach County Board of County Commissioners, within thirty (30) calendar days of the counties demand therefore.
- 5.5 Suspension of Operation. In the event LEGAL AID ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of the Grant shall be retained by the COUNTY and the COUNTY shall have no further funding obligation to Grantee with regard to those unpaid funds. LEGAL AID shall repay to the COUNTY any grant funds not utilized as of the time of suspension or cession of operations.
- 5.6 Rights and Remedies. Nothing in this Agreement shall be construed as limiting or waiving any rights of the COUNTY to pursue any other remedy which may be available to it in law or in equity. Nothing contained herein shall act as a limitation of the COUNTY's to be repaid in the event LEGAL AID fails to comply with the terms of this Agreement.

## **SECTION 6. MISCELLANEOUS.**

- 6.1 Assignment. This Agreement may not be assigned.
- 6.2 Liability. The COUNTY's obligation is limited to providing the grant funds. The COUNTY does not assume any liability for the LEGAL AID's use of the Grant funds, personnel decisions, business decisions or policies, including but not limited to, the hiring of staff or expenditures for any purpose whatsoever. The COUNTY shall not be deemed to assume any liability for the act, omission, and negligence of LEGAL AID. Further, nothing in this Agreement shall be construed as a waiver of the COUNTY's sovereign immunity or the limitations provided by Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

LEGAL AID shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, costs, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of LEGAL AID.

- 6.3 Notice. All written notices, demand and other communication required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage

prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record or hand delivered to LEGAL AID at the address on the first page of this Agreement, or to the COUNTY at the address on the first page of this Agreement, attention: Executive Director, Criminal Justice Commission with a copy to the County Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner require herein.

6.4 Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the COUNTY. In the event that funds available to LEGAL AID under this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than twenty-four (24) hours' notice to LEGAL AID. The COUNTY shall be the sole and final authority as to the availability of funds.

6.5 Public Records Law. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if LEGAL AID: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., Legal Aid shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time LEGAL AID is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. LEGAL AID further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement, if LEGAL AID does not transfer the records to the public agency.
- D. Upon completion of this Agreement, LEGAL AID shall transfer, at no cost to the COUNTY, all public records in possession of LEGAL AID unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If LEGAL AID transfers all public records to the COUNTY upon completion of this Agreement, LEGAL AID shall destroy any duplicate public records that are exempt, or confidential and exempt from public records



disclosure requirements. If LEGAL AID keeps and maintains public records upon completion of this Agreement, LEGAL AID shall meet all applicable requirements for retaining public records. All records stored electronically by LEGAL AID must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of LEGAL AID to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. LEGAL AID acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF LEGAL AID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGAL AID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

- 6.6 E-Verify - Employment Eligibility. LEGAL AID warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of LEGAL AID's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

LEGAL AID shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. LEGAL AID shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that LEGAL AID has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that LEGAL AID's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify LEGAL AID to terminate its contract with the subconsultant and LEGAL AID shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, LEGAL AID shall be barred from being awarded a future contract by COUNTY

for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, LEGAL AID shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

- 6.7 Governing Law; Waiver of Jury Trial. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The COUNTY and LEGAL AID submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida or the Federal Southern District of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 6.8 Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.
- 6.9 Severability. In the event that any sentences, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 6.10 Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.
- 6.11 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the COUNTY and LEGAL AID.

(The remainder of this page is intentionally left blank)

In WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and LEGAL AID has hereunto set its hand the day and year above written.

**ATTEST:**


**JOSEPH ABRUZZO**  
**CLERK AND COMPTROLLER**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
**Deputy Clerk**

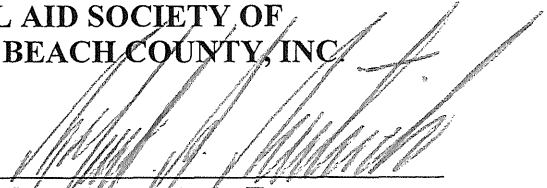
By: \_\_\_\_\_  
**Mayor**


**WITNESS**

  
\_\_\_\_\_  
**Signature**

Victoria Farrell  
**Name (type or print)**

**LEGAL AID SOCIETY OF  
PALM BEACH COUNTY, INC**

  
\_\_\_\_\_  
**Robert A. Bertisch, Esq.**  
**Executive Director**

  
\_\_\_\_\_  
**Signature**

Noelle Smith  
**Name (type or print)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Sean-Adel Williams  
**County Attorney**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: Jacqueline Jackson  
**Department Director**  
**For Regenia Herring**