Agenda Item #: **3I-2**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**December 1, 2026**	**[X] Consent**	**[ ] Regular**
		[ ] Ordinance	**[ ] Public Hearing**
Department:	**Housing and Economic Development**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve an extension from the Federal Home Loan Bank of Atlanta (FHLBA) for the Heirs Property Family Wealth Protection Project from September 30, 2026, to March 31, 2027; and

B) receive and file Amendment 002 to the Legal Aid Society of Palm Beach County, Inc. (Legal Aid) Agreement R2025-0950 (Agreement) to modify and extend the grant period from September 30, 2026, to December 30, 2026.

Summary: On April 22, 2025 (R2025-0520), the Palm Beach County Board of County Commissioners (BCC) approved a funding agreement with the FHLBA providing funding for the Heirs' Property Family Wealth Protection program to assist low to moderate income households overcome roadblocks that prevent home equity from being passed from generation to generation. The funding agreement with FHLBA expired on September 30, 2026, and FHLBA granted an extension from September 30, 2026, to March 31, 2027, to complete the project activities.

On July 08, 2025 (R2025-0950), BCC approved an Agreement with Legal Aid for the period of May 19, 2025, to September 30, 2026, to provide Heirs' Property Prevention and Resolution services, including the creation of estate plans, wills, deeds, trusts, and other security instruments for no fewer than 890 beneficiaries; the clearing of tangled property titles for no fewer than 105 beneficiaries; contracting with Community Partners of South Florida for marketing services; and, coordinating with the department of Housing and Economic Development (HED) and others to provide workshops and other outreach efforts.

Amendment 001 to the Agreement with the Legal Aid (R2025-1690) allowed for the facilitation of reimbursements to Legal Aid for marketing services and was received and filed by the BCC in accordance with Agenda Item 3I-6 was approved on November 18, 2025.

Amendment 002 to the Agreement with the Legal Aid modified the grant period and extended it from September 30, 2026, to December 30, 2026. Amendment 002 was executed on October 7, 2026, on behalf of the BCC in accordance with Agenda item 5B-4 as approved by the BCC on October 22, 2024, and which delegated authority to the County Administrator or designee to execute agreements, amendments and any other related documents necessary for Project implementation that do not substantially change the scope of work, terms or conditions of the agreement.

County PPM CW-O-051 provides that all contracts, agreements and grants signed with delegated authority must be submitted by the initiating Department as a receive and file agenda item. **These are FHLBA Heirs' grant funds, and the required 100% match is provided by the HIP fund.** Countywide (TJC)

Background and Justification: (Continued on Page 3)

Attachment(s):
1. Amendment 002 with the Legal Aid Society (Heirs Program) (2 originals)
2. Amendment 001 with the Legal Aid Society (Heirs Program) (1 copy)
3. Agreement (R2025-09500 with the Legal Aid Society (Heir Program (1 copy)
4. FHLBA Letter of Extension
5. County Map of Heirs' Property Wealth Protection Fund FFIEC Eligible Census Tracts

Recommended By: _____ 10/28/26
Department Director **Date**

Approved By: _____
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Grant Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT		$0	$0	N/A	N/A

# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? **Yes** _____ **No** x
Does this Item include the use of Federal funds? **Yes** _____ **No** x
Does this item include the use of State funds? **Yes** _____ **No** x

Budget Account No.:

Fund: ____ Dept: ____ Unit: ____ Object: ____ Program Code/Period: ____

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

** No fiscal impact.

C. Departmental Fiscal Review: _____
Valerie Alleyne, Division Director III
Finance and Administrative Services, HED

III. REVIEW COMMENTS

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

_____ _____
OFMB Contract Development and Control

B. Legal Sufficiency:

_____
Assistant County Attorney II

C. Other Department Review:

_____
Department Director

Background and Justification: (Continued from Page 1)

Background and Justification: Heirs' Property Prevention Services examples include estate planning and/or will creation. Heirs' Property Resolution Services examples include legal and/or related services necessary to clear tangled titles for properties. Property owners must also execute an estate plan and/or will for the underlying property.

AMENDMENT 002 TO THE AGREEMENT
WITH
LEGAL AID SOCIETY OF PALM BECH COUNTY, INC

FOR HEIRS' PROPERTY FAMILY WEALTH PROTECTION FUND PROGRAM

THIS IS AN AMENDMENT 002, with an effective date of September 30, 2026, by and between **Palm Beach County** and the **Legal Aid Society of Palm Beach County, Inc**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2025-0950) with the Legal Aid Society of Palm Beach County, Inc ("Subgrantee"), on May 19, 2025, to provide Five Hundred Thousand ($500,000) dollars through the FHLBank Atlanta, and another Five Hundred Thousand ($500,000) dollars from the Housing Initiative Fund, for a total amount of **One Million Dollars ($1,000,000)** available to the Subgrantee ("Grant Funds"); and

WHEREAS on November 18, 2025. both the County and Subgrantee revised the Agreement to facilitate fund reimbursements to Subgrantee for marketing services, during the term of the Agreement; and

WHEREAS, both the County and the Subgrantee desire to modify the Agreement to revise the Schedule and extend the Grant Period from September 30, 2026, to December 30, 2026, and extend the date to complete all services from September 30, 2026, to December 30, 2026; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. **ARTICLE 2: SCHEDULE**
Is revised as follows:

The Subgrantee shall commence services on the Effective Date and complete all services by December 30, 2026 ("Grant Period"). This Agreement shall terminate upon the earlier of (i) December 30, 2026, or (ii) the date of which the Subgrantee has completed all services and satisfied all deliverables and requirements under the agreement.

B. **EXHIBIT "A": (1) SUBGRANTEE RESPONSIBILITIES / SECTION E.2.**
E. PERFORMANCE REQUIREMENTS/Item 2, shall be deleted in its entirety and replaced as follows:

2. The Subgrantee shall expend 100% of the funding allocated through this Agreement by December 30, 2026 ("Final Reimbursement Date")

Except as revised by this Amendment 002, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subgrantee has hereunto set its hand and seal the day and year above written and caused this Amendment 002 to be executed.

WITNESS:

Signature

Tequisha Myles
Name (type or print)

Signature

Roger Jackson
Name (type or print)

Signature

Noelle Smith
Name (type or print)

SUBGRANTEE:

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

By: _____
Lawrence P. Rochefort, Board President

By: _____
Robert A. Bertisch, Executive Director

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 002 on behalf of the County.

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

By: _____
Jonathan B. Brown, Deputy County Administrator

Approved as to Form and Legal Sufficiency

By: _____
Timothy J. Carey
Assistant County Attorney II

Approved as to Terms and Conditions Dept. of Housing & Economic Development

By: _____
Carlos R. Serrano, Deputy Director

Docusign Envelope ID: AA0D7A24-6445-41D7-9CE8-747F2656C04D

R 2025 1690 NOV 18 2025

AMENDMENT 001 TO THE AGREEMENT
WITH
LEGAL AID SOCIETY OF PALM BECH COUNTY, INC
FOR HEIRS' PROPERTY FAMILY WEALTH PROTECTION FUND PROGRAM

THIS IS AN AMENDMENT 001, with an effective date of _____, by and between **Palm Beach County** and the **Legal Aid Society of Palm Beach County, Inc**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2025-0950) with the Legal Aid Society of Palm Beach County, Inc ("Subgrantee"), on May 19, 2025, to provide Five Hundred Thousand ($500,000) dollars through the FHLBank Atlanta, and another Five Hundred Thousand ($500,000) dollars from the Housing Initiative Fund, for a total amount of **One Million Dollars ($1,000,000)** available to the Subgrantee ("Grant Funds"); and

WHEREAS, the Subgrantee has requested to modify the Agreement to allow marketing services to be provided by the Subgrantee and/or any of Subgrantee's contracted consultant(s), as an eligible reimbursement expense under the program; and

WHEREAS both the County and Subgrantee agree to revise the Agreement to facilitate fund reimbursements to Subgrantee for marketing services, as so stated herein during the term of the Agreement; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS
The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT "A": (1) SUBGRANTEE RESPONSIBILITIES / SECTION A.3.
A. PROJECT SCOPE / Item 3, shall be deleted in its entirety and replaced as follows:

3. **Marketing Services** provided by Subgrantee and/or through contract with Housing Partnership, Inc dba Community Partners of South Florida, and/or other affiliates, is an eligible expense for reimbursement under the Heirs' Property Grant Program. Subgrantee and/or its affiliates must perform accordingly:

   a. Per Section 3.5 of the Heirs' Property Family Wealth Protection Fund Agreement and this Agreement, the Subgrantee or any of its affiliates shall not use the FHLBank Atlanta's or the HFAPBC's name, trademarks and/or logos for advertising or any other similar purpose including, without limitation, brochures, advertisements, press

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releases, testimonials, websites, customer reference lists or other implied or expressed endorsements, without the prior written consent of the FHLBank Atlanta or the HFAPBC, whichever applies, which consent may be withheld in the FHLBank Atlanta's or the HFAPBC's sole discretion.

C. **EXHIBIT "A": (1) SUBGRANTEE RESPONSIBILITIES / SECTION C.3.a.**
C. DELIVERABLES AND PROGRAM BUDGET / Item 3, shall be deleted in its entirety and replaced as follows:

3. **Marketing of the Heirs' Property FWP Fund Program**

   a. Services provided by Subgrantee, or through contract with Housing Partnership, Inc dba Community Partners of South Florida, Inc, and/or other affiliates to provide countywide marketing strategies about the Heirs' Property FWP Fund Program, to homeowners located within the FFIEC designated low-moderate-middle census tracts within the County.

Except as revised by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand and seal the day and year above written and caused this Amendment 001 to be executed.

WITNESS:

DocuSigned by:

Signature

Tequisha Myles

Name (type or print)

Signed by:

Signature

Roger Jackson

Name (type or print)

Signature

Noelle Smith

Name (type or print)

SUBGRANTEE:

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

Signed by:

By: Lawrence P. Rochefort

Lawrence P. Rochefort, Board President

By:

Robert A. Bertisch, Executive Director

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

R 2025 1690 NOV 18 2025

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

By: Jonathan Brown
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and Legal Sufficiency

By: Howard Falcon III (Digitally signed by Howard J. Falcon III ... I am approving this document ... 2025.10.08 11:22:55-04'00' Foxit PDF Editor Version: 12.1.0)
Howard J. Falcon III
Chief Assistant County Attorney

Approved as to Terms and Conditions Dept. of Housing & Economic Development

By:
Carlos R. Serrano
Deputy Director

EXHIBIT B

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Legal Aid Society of Palm Beach County (Subgrantee) and attest that Subgrantee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Robert A. Bertisch, Executive Director
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 8th day of October 2025, by Robert Bertisch.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

JENNIFER L. ROTHMAN
MY COMMISSION # HH 585037
EXPIRES: December 17, 2028

(Notary Seal)

Palm Beach County

Heirs' Property Family Wealth Protection Project

Map of Eligible Properties Glades Region

Legend

Eligible Properties*

Major Roads

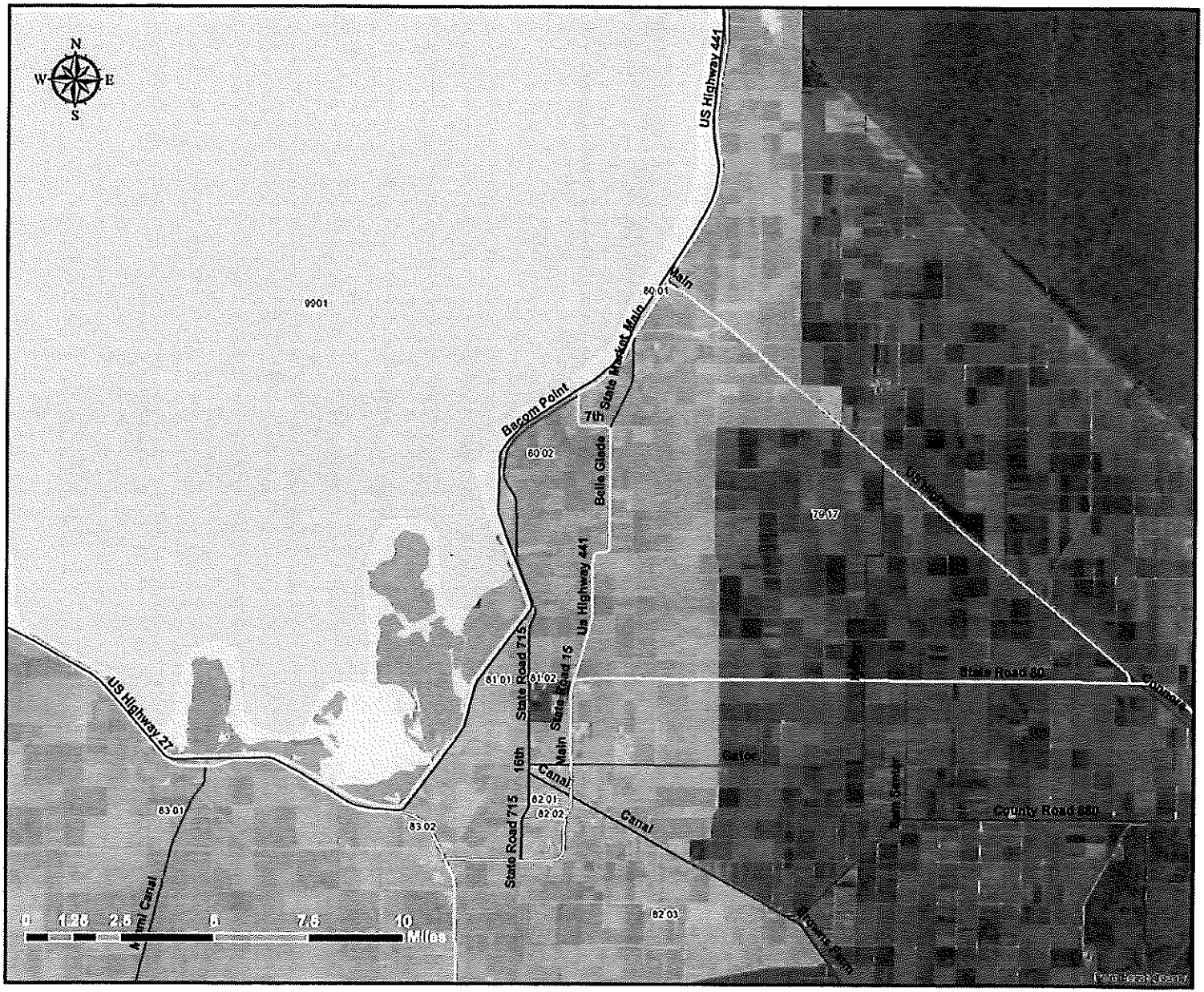
See online interactive map at https://arcg.is/0LifCz0 to confirm eligibility.

* Source: Federal Financial Institution Examination Council (FFIEC) 2024 Census Tract Income Level.
Eligible properties must be located within a Low, Moderate or Middle Income Census Tract as defined by the FFIEC.

LEGAL AID SOCIETY OF PALM BEACH COUNTY

FHLBank ATLANTA
A FEDERAL HOME LOAN BANK

Department of Housing & Economic Development



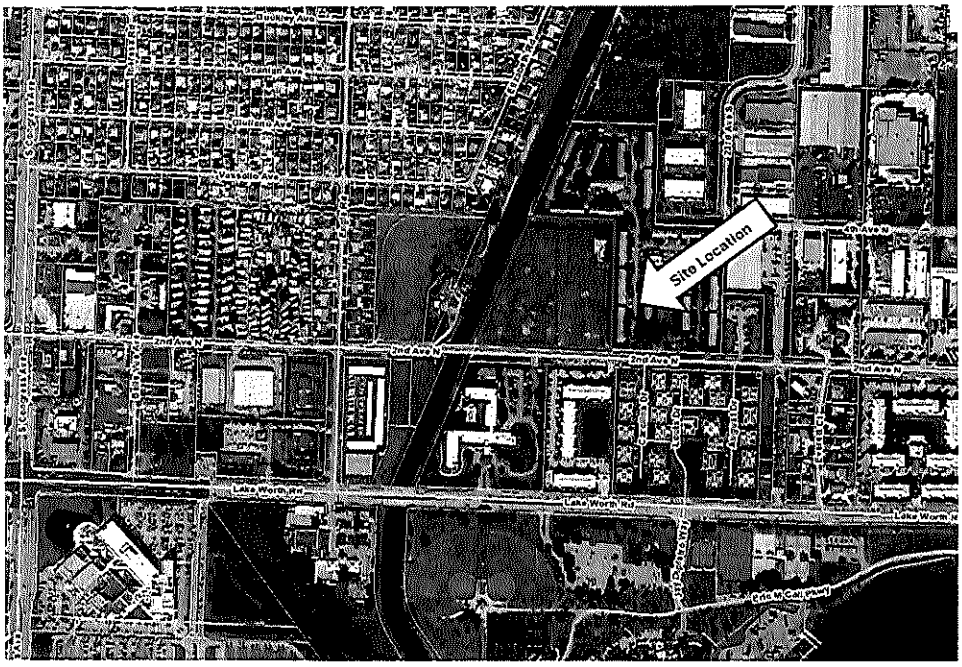
ATTACHMENT 2

LOCATION MAP

PCN: 38-43-44-20-01-096-0020

Commission District 3

Project Name: **Residences of Lake Worth Beach**



Site address: 2431 2nd Avenue North
Lake Worth, FL

HEIRS' PROPERTY FAMILY WEALTH PROTECTION FUND AGREEMENT

BETWEEN PALM BEACH COUNTY

R 2025 0950 AND JUL 08 2025

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC

THIS IS AN AGREEMENT, ("Agreement") made as of **May 19, 2025** ("Effective Date"), by and between **Palm Beach County** (hereinafter referred to as ("County"), a political subdivision of the State of Florida, and **Legal Aid Society of Palm Beach County, Inc.**, a Corporation, duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **423 Fern Street, Suite 200, West Palm Beach, FL 33401** ("Subgrantee").

WHEREAS, Palm Beach County has entered into an agreement with the Federal Home Loan Bank of Atlanta (FHLBank Atlanta) for the execution and implementation of a local and regional **Heirs' Property Family Wealth Protection Fund Grant Program** (FWP Fund) in collaboration with the Housing Finance Authority of Palm Beach County (HFAPBC) to provide the **Housing Initiative Fund**, to recipients located within the Federal Financial Institutions Examination Council (FFIEC) eligible low-moderate-middle income census tracts of Palm Beach County; and

WHEREAS, County wishes to provide funding to facilitate Subgrantee's provision of the activities specified in Exhibit "A" of this Agreement, as such activities serve a County public purpose in furthering the public service interests of the County; and

WHEREAS, County desires to engage Subgrantee to implement such undertakings, and, pursuant to the terms of this Agreement, shall make available funding in the amount of Five Hundred Thousand ($500,000) dollars through the FHLBank Atlanta, and another Five Hundred Thousand ($500,000) Dollars from the Housing Initiative Fund, for a total amount of **One Million Dollars ($1,000,000)** available to the Subgrantee ("Grant Funds") in exchange for said services; and

NOW, THEREFORE, pursuant to authority granted by law and in consideration of the mutual promises contained herein, the County and the Subgrantee shall conduct the activities under this Agreement in compliance with the terms and conditions set forth, to serve a local public purpose agreed as follows:

ARTICLE 1 – SERVICES

The Subgrantee's responsibility under this Agreement is to provide professional/consultation services for the purpose of delivering local and regional heirs' property solutions to homeowners located within eligible low-moderate-middle income census tracts, as designated by the FFIEC within the County, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof this Agreement.

The County's representative/liaison during the performance of this Agreement shall be Carlos Serrano, Deputy Director, Department of Housing & Economic Development (DHED), telephone number: (561) 233-3608, email: CSerrano@pbc.gov.

The Subgrantee's representative/liaison during the performance of this Agreement shall be Tequisha Myles, Supervising Attorney, Legal Aid Society of Palm Beach County, Inc., telephone number: (561) 655-8944 ext. 296, email: tmyles@legalaidpbc.org.

ARTICLE 2 – SCHEDULE

The Subgrantee shall commence services on the Effective Date and complete all services by **September 30, 2026** ("Grant Period").

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 – PAYMENTS TO SUBGRANTEE

A. The total amount to be paid by the County to Subgrantee pursuant to this Agreement for all services and materials shall not exceed the total amount of Grant Funds. The Subgrantee shall notify the County's representative in writing when requesting reimbursement of Grant funds until the "not to exceed amount" of $1,000,000 has been reached. During the term of the Agreement, the Subgrantee will bill the County on a periodic basis, but at a minimum every three (3) months, that allows the Subgrantee to meet the expenditure Performance Requirements. **Invoices shall be accompanied by a Progress Report as detailed in Exhibit "A".**

B. Invoices received from the Subgrantee pursuant to this Agreement will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County representative's approval.

C. Final Invoice: In order for both parties herein to close their books and records, the Subgrantee will clearly state "Final invoice" on the Subgrantee's final/last billing to the County. This shall constitute Subgrantee'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 shall be deemed waived by the Subgrantee.

D. In order to do business with Palm Beach County, Subgrantee 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 Subgrantee intends to use sub-consultants, Subgrantee must also ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not approve a contract award until the County has verified that the Subgrantee and all of its sub-consultants are registered in VSS.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the Subgrantee shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Subgrantee's most favored customer for the same or substantially similar service.

Such rates and costs shall be adjusted to exclude any sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Article - 4 within three (3) years following final payment.

ARTICLE 5 – TERMINATION

This Agreement may be terminated by the Subgrantee upon sixty (60) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Contract through no fault of the Subgrantee. It may also be terminated, in whole or in part, by the County, with cause upon five (5) business days' written notice to the Subgrantee or without cause upon ten (10) business days' written notice to the Subgrantee.

Unless the Subgrantee is in breach of this Contract, the Subgrantee shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, the Subgrantee shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the County.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Subgrantee represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subgrantee or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Subgrantee's key personnel, as may be listed in Exhibit "A", must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution shall become effective.

The Subgrantee warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Subgrantee's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. The Subgrantee is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Subgrantee shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 8 – FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subgrantee. The Subgrantee shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subgrantee authorized to use the County's Tax Exemption Number in securing such materials. The Subgrantee shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 – AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of AD Valorem funding for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

ARTICLE 10 – INSURANCE

The Subgrantee shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement.

The requirements contained herein, as well as County's review or acceptance of insurance maintained by Subgrantee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Subgrantee under the Agreement. Subgrantee agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability**: Subgrantee shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

B. **Workers' Compensation Insurance & Employer's Liability**: Subgrantee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. **Professional Liability/Technology Errors and Omissions**: Subgrantee shall maintain Technology Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Subgrantee's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Subgrantee warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Subgrantee shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the Subgrantee of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. **Waiver of Subrogation**: Except where prohibited by law, Subgrantee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive

subrogation without an endorsement, then Subgrantee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subgrantee enter into such an agreement on a pre-loss basis.

E. **Certificates of Insurance**: On execution of this agreement, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subgrantee shall deliver to the County a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation ten (10) days for nonpayment of premium or non-renewal of coverage.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 – INDEMNIFICATION

The Subgrantee shall protect, defend, reimburse, indemnify and hold harmless the County, the FHLBank Atlanta and HFAPBC, and its officers, agents, or employees, as well as their respective directors, officers, stakeholders, employees and agents from and against any and all injuries, damages, losses, liabilities, claims, judgements and settlements (including, without limitation, all reasonable costs, expenses and attorney fees whether at trial or appellate levels or otherwise, arising during and as a result of the Subgrantee's performance of the terms of this Agreement) arising from or related to (a) any negligent or willful act or omission by the Subgrantee or its subconsultants, officers, agents or employees, or (b) any breach of any of the Subgrantee's binding representations, warranties, in this Agreement as approved by the BCC and for any funds which the County is obligated to refund the FHLBank Atlanta, arising out of the conduct of activities and administration of the Subgrantee.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The County and the Subgrantee each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Subgrantee shall assign, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 13 – REMEDIES/NO THIRD-PARTY BENEFICIARIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state 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 Subgrantee. Moreover, if the Subgrantee fails to comply with any of the provisions of this Agreement, the County may exercise any and all legal rights and remedies including, without limitation, withholding, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the Subgrantee, terminating this Agreement, and/or demanding a refund of the Grant Funds, which shall be reimbursed upon demand. In the event of Subgrantee's failure to comply with any provisions of this Agreement, the County shall have no further funding obligation to the Subgrantee under this Agreement.

ARTICLE 14 – CONFLICT OF INTEREST

The Subgrantee represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or any other applicable law. The Subgrantee further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subgrantee shall promptly notify DHED, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subgrantee's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subgrantee may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subgrantee. The County agrees to notify the Subgrantee of its opinion by certified mail within thirty (30) days of receipt of notification by the Subgrantee.

If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subgrantee, the County shall so state in the notification and the Subgrantee shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subgrantee under the terms of this Agreement.

ARTICLE 15 – EXCUSABLE DELAYS

The Subgrantee shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Subgrantee or its subconsultants and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, epidemic, pandemic, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Subgrantee's request, the County shall consider the facts and extent of any failure to perform the work and, if the Subgrantee's failure to perform was without it or its subconsultants fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – INDEBTEDNESS

The Subgrantee shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subgrantee further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Subgrantee shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subgrantee and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as amended.

ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Subgrantee is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Subgrantee's sole direction, supervision, and control.

The Subgrantee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Subgrantee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Subgrantee does not have the power or authority to bind the County in any promise, agreement or representation.

ARTICLE 19 – CONTINGENT FEES

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Subgrantee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 – ACCESS AND AUDITS

The Subgrantee shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subgrantee's place of business.

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 Subgrantee, 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.

ARTICLE 21 – NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of grants and contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subgrantee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be 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, the Subgrantee 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 Subgrantee 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 subconsultants, vendors, suppliers, or commercial customers, nor shall the Subgrantee retaliate against any person for reporting instances of such discrimination.

The Subgrantee shall provide equal opportunity for subconsultants, 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.

The Subgrantee 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. Subgrantee shall include this language in its subcontracts.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Subgrantee hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Subgrantee certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 – MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Subgrantee of the County's notification of a contemplated change, the Subgrantee shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Subgrantee's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Subgrantee shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate an Agreement Amendment and the Subgrantee shall not commence work on any such change until such written amendment is signed by the Subgrantee and approved and executed on behalf of Palm Beach County.

ARTICLE 26 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the County, notices shall be addressed to:

Carlos Serrano, Deputy Director
Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave, (6th floor)
West Palm Beach, FL 33401

If sent to the Subgrantee, notices shall be addressed to:

Tequisha Myles, Supervising Attorney
Legal Aid Society of Palm Beach County, Inc.
423 Fern Street, Suite 200
West Palm Beach, FL, Zip 33401

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Subgrantee agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 – CRIMINAL HISTORY RECORDS CHECK

The Subgrantee, Subgrantee's employees, subconsultants of Subgrantee and employees of subconsultants shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Subgrantee is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Subgrantee acknowledges that the Grant Funds include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Subgrantee(S) and provide specific instructions for meeting the requirements of this Ordinance.

Individuals passing the background check will be issued a badge. The Subgrantee shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract and return them to the County. If the Subgrantee or its subconsultant(s) terminates an employee who has been issued a badge, the Subgrantee must notify the County within two (2) hours.

At the time of termination, the Subgrantee shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Subgrantee if the Subgrantee 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Subgrantee employee or subconsultant employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS

The Subgrantee shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Subgrantee is presumed to be familiar with all state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 – SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subgrantee certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Subgrantee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

B. **When contract value is greater than $1 million**: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subgrantee certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subgrantee, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 31 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subgrantee: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subgrantee shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subgrantee 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. The Subgrantee 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 Agreement term and following completion of the Agreement, if the Subgrantee does not transfer the records to the public Subgrantee.

D. Upon completion of the Agreement the Subgrantee shall transfer, at no cost to the County, all public records in possession of the Subgrantee 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 the Subgrantee transfers all public records to the County upon completion of the Agreement, the Subgrantee shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subgrantee keeps and maintains public records upon completion of the Agreement, the Subgrantee shall meet all applicable requirements for retaining public records.

   All records stored electronically by the Subgrantee 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 the Subgrantee 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. Subgrantee 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 THE SUBGRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBGRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subgrantee shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 33 – E-VERIFY - EMPLOYMENT ELIGIBILITY

Subgrantee 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subgrantee's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subgrantee 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. Subgrantee 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 Subgrantee has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subgrantee's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subgrantee to terminate its contract with the subconsultant and Subgrantee shall immediately terminate its contract with the subconsultant.

If County terminates this Agreement pursuant to the above, Subgrantee shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subgrantee shall also be liable for any additional costs incurred by County as a result of the termination.

ARTICLE 34 – INCORPORTION BY REFERENCE

Exhibits and associated Schedules attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and any Exhibit, the terms of the Agreement shall govern.

ARTICLE 35 – RECOGNITION

The Subgrantee shall include a reference to the financial support herein provided by the County in all publications and publicity events and provide the County copies of all such publications. The Subgrantee shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement and, as part of the consideration for this Agreement, shall provide to County all required admissions to said events to allow for further distribution to the Mayor, County Commissioners, County Administration, Department Staff or other County Official(s). In addition, the Subgrantee will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

ARTICLE 36 – REPORTS

A. In addition to all other reports required by this Agreement and/or applicable law, in compliance with Section 125.045(4), Florida Statutes, the Subgrantee shall submit an annual report to the County detailing how the County funds were spent and the results of the Subgrantee's efforts on behalf of the County. The annual report shall cover the Grant Period and be due to the County **no later than December 31**, following the reporting year and/or thirty (30) days after the Expiration Date of the Agreement. Once the Subgrantee has submitted the report(s) to the County, the County is required to submit the report(s) to the Office of Economic & Demographic Research by **January 15th of each year** and post a copy of said report(s) on the County's public website.

B. The Subgrantee shall provide the County with its independent audit of the immediately preceding fiscal year no later than **January 31, of each year**.

ARTICLE 37 – NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Prior to the disbursement of any funds, the Subgrantee shall complete and execute the affidavit, attached hereto as **Exhibit "B"**, attesting that the Subgrantee does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

ARTICLE 38 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Subgrantee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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WITNESS our Hands and Seals on this 7 day of May, 2025

WITNESS:

Signature

Tequisha Myles
Name (type or print)

Signature

Noelle Smith
Name (type or print)

Signature

Kimberly Rommel-Enright
Name (type or print)

SUBGRANTEE:

LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC.

By: Signed by: Lawrence P. Rochefort 543458E8C3D74E9...
Lawrence P. Rochefort, Board President
5/7/2025 | 12:15 PM EDT

By:
Robert A. Bertisch, Executive Director

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County.

R 2025 0950 JUL 08 2025

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

By: _____
Jonathan B. Brown, Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Howard Falcon III _____
Howard J. Falcon III
Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Carlos Serrano,
Deputy Director

EXHIBIT "A"

HEIRS' PROPERTY FAMILY WEALTH PROTECTION FUND PROGRAM SCOPE OF WORK

ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to various regulations and requirements. Subgrantee shall comply with all applicable laws and regulations including, requirements by the FHLBank Atlanta to execute the FWP Fund Program, with Grant Funds provided to the Subgrantee, but not limited to the following:

A. Requirements of the 2024 Heirs' Property Family Wealth Protection Fund;
B. FFIEC Online Census System for eligible PBC Census Tracts (www.ffiec.gov [ffiec.gov])
C. Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
D. The Drug-Free Workplace Act of 1988, as amended;
E. The Subgrantee's Policies and Procedures Manuals, and Job descriptions;
F. The Subgrantee's Articles of Incorporation and Bylaws;
G. The Subgrantee's Certificate of Insurance;
H. Current list of the Subgrantee's Officers and members of the Board of Directors;
I. Florida Statute 112.061, relating to per diem, travel; and
J. Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/

The Subgrantee shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

(1) SUBGRANTEE RESPONSIBILITIES:

A. PROJECT SCOPE

Pursuant to the terms of this Agreement and the Heirs' Property Family Wealth Protection Fund Agreement, and in accordance with the below deliverables, the Subgrantee shall be reimbursed for the following services provided in Palm Beach County, to include:

1. **Heirs' Property Prevention Services**, and shall serve beneficiaries with the creation of Estate Plans, Wills, Deeds, Trusts, and other security instruments.
2. **Heirs' Property Resolution Services**, and shall serve beneficiaries to clear tangled/clouded property titles.
3. **Marketing Services** through contract with Housing Partnership, Inc dba Community Partners of South Florida, to provide marketing services for the Heirs' Property Grant Program. Subgrantee and/or its affiliates must perform accordingly:

    a. Per Section 3.5 of the Heirs' Property Family Wealth Protection Fund Agreement and this Agreement, the Subgrantee or any of its affiliates shall not use the FHLBank Atlanta's or the HFAPBC's name, trademarks and/or logos for advertising or any other similar purpose including, without limitation, brochures, advertisements, press releases,

testimonials, websites, customer reference lists or other implied or expressed endorsements, without the prior written consent of the FHLBank Atlanta or the HFAPBC, whichever applies, which consent may be withheld in the FHLBank Atlanta's or the HFAPBC's sole discretion.

4. **Training/Workshops**, shall be provided educational workshops through various mean to reach all recipients served or attendees under the Heirs' Property FWP Fund Program.

The Subgrantee further agrees that DHED shall be the final arbiter on the Subgrantee's compliance with the above.

B. GEOGRAPHIC LIMITATIONS

The Subgrantee shall ensure that all activities funded through this Agreement are performed in FFIEC eligible low-moderate-middle income census tracts within Palm Beach County.

C. DELIVERABLES AND PROGRAM BUDGET

Subsequent to the Effective Date of this Agreement and within the Agreement period, the Subgrantee shall as a result of its project scope, achieve the following deliverables and provide the following data:

1. **Property Prevention Services**

   a. Provide local and regional heirs' property solutions utilizing the Heirs' Property Family Wealth Protection Fund:

      (i) Provide heirs' property prevention services to **eight hundred and ninety (890) client households** (i.e., creation of estate plans, wills, deeds, trusts, and/or other security instruments), who are Low-moderate-middle income persons that reside in the FFIEC eligible census tracts of Palm Beach County. Low-moderate-middle income status is based on the FFIEC Data.

2. **Resolution Services**

   a. Provide local and regional heirs' property resolution services to at least **one hundred and five (105) client households** (i.e., immediate evaluation of pending issues and appropriate response to secure properties, etc.), to clear tangled/clouded property titles, etc.

3. **Marketing of the Heirs' Property FWP Fund Program**

   a. Contract with Housing Partnership, Inc dba Community Partners of South Florida, Inc, and/or other affiliates to provide countywide marketing strategies about the Heirs' Property FWP Fund Program to homeowners located within the FFIEC designated low-moderate-middle census tracts within the County.

4. **Training and Workshops of the Heirs' Property FWP Fund Program**

   a. Conduct Heirs' property educational training/workshops to bring awareness to recipients about estate planning, homeownership, etc. and provide documentation of the number of attendees or recipients served.

5. **Legal Aid Society - Heirs' Services Rate Schedule**

   The Subgrantee shall utilize funds provided under this Agreement in conformance with the County's FHLB Atlanta Heirs' Property Family Wealth Protection Fund Agreement Grant and **Services Rate Schedule,** attached hereto as (Schedule "IV") to this Agreement, especially as it relates to obtaining and using all funds received from Palm Beach County. **The outlined service rates as indicated shall remain fixed for the term of this Agreement.**

D. REPORTING REQUIREMENTS AND USE OF DATA

The Reporting requirements shall allow DHED to meet FHLBank Atlanta's monitoring of the Heirs' Program and must describe the services provided, Grant expenditures and progress towards Project completion. Subgrantee shall submit the following reports to DHED during and/or in follow up to the Agreement period, and shall submit the following Reports to DHED: beginning no later than three (3) months after the Effective Date and thereafter every three (3) months and no later than thirty (30) days after the 'Final Reimbursement Date' or 'Expiration Date'. The Subgrantee must submit said Reports to DHED, regarding progress towards Project completion, even if no Invoice for Reimbursement is being submitted at said time in accordance with the following:

1. An **Invoice Cover Sheet** (Schedule "I"). This form attached hereto shall be placed on the Subgrantee's Letterhead and include company name, invoice number, dollar amount requested, the invoice period, with the Subgrantee's request attached.

2. A **Cumulative Progress Report for Heirs' Beneficiaries Served** (Schedule "II") documenting the number of beneficiaries served and the service(s) provided under the Heirs' Property Prevention Services and Property Resolution Services, Training Workshops and Marketing outreach programs. The report should be provided electronically in a Microsoft Excel spreadsheet with the indicated data requirements as follows:

   a. Property address, census tract and date(s) service was provided for individuals assisted in creation of a Will, or Estate Plan; and
   b. Property address, census tract and date(s) service was provided for owners of properties cleared of title issues, including a high level description of work completed to clear the title and make it marketable;
   c. The approximate value of the properties with cleared title;
   d. Description and update of any Heirs' property educational/awareness efforts and numbers of attendees or recipients;
   e. Description of any increase in the Grant Recipient's capacity to address Heirs' property issues as a result of the Grant;

f. Any other information deemed necessary by DHED, to achieve County reporting requirements.

3. An **Outreach and Marketing Report** (Schedule "III") describing the outreach and marketing activities provided with samples or materials as applicable.

4. **Annual Report**: As set forth in ARTICLE 36 of this Agreement, pursuant to Section 125.045(4), Florida Statutes, the Subgrantee shall also submit an Annual Report detailing how FHLBank Atlanta Heirs' and County Housing Initiative Funds were spent and the result of the Subgrantee's efforts on behalf of the County. **The Annual Report(s) shall cover the period from May 19, 2025 through September 30, 2026 and the first (1st Report) is due to the County, twelve (12) months after the Agreement Effective Date, and the second (2nd Report) is due no later than thirty (30) days after the 100% Expenditure of funds or thirty (30) days after the Agreement Expiration Date, whichever occurs first.**

5. **All Reports**: Shall be submitted electronically to the County by no later than fourteen (14) days after the end of the reporting period. All reports shall be to the satisfaction of the County and be subject to verification. The County reserves the right to request additional reports from the Subgrantee, for any previous periods funded by the County upon ten (10) business days' notice. The final report produced and submitted by the Subgrantee will reflect quarterly and cumulative figures.

6. **Annual Monitoring**: The Subgrantee agrees that DHED may carry out at least one annual monitoring and evaluation activity, as determined necessary by DHED, during the term of this Agreement. Upon DHED'S request, the Subgrantee agrees to furnish and make copies or transcriptions of such records and information, as is determined necessary by DHED. Additionally, the Subgrantee shall submit information and status reports required by DHED to enable DHED to evaluate the Subgrantee's progress.

7. The Subgrantee shall allow DHED to monitor the Subgrantee on site. Such site visits may be scheduled or unscheduled as determined by DHED.

E. PERFORMANCE REQUIREMENTS

The Subgrantee shall comply with the following Performance Benchmarks:

1. The Subgrantee shall expend and request reimbursement for at least fifty percent (50%) equaling **$500,000** of the total funding allocated through this Agreement by **February 28, 2026**; and

2. The Subgrantee shall expend the remaining **$500,000** (100%) of funding allocated through this Agreement by **September 30, 2026** ("Final Reimbursement Date/"Expiration Date").

This Agreement may be amended to decrease and/or recapture grant funds from the Subgrantee depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED.

The Subgrantee agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Subgrantee to comply with these Performance Benchmarks may negatively impact its ability to receive future funding allocations.

The Subgrantee further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter of the Subgrantee's compliance with the above.

F. INVOICE AND SUBMISSION FOR REIMBURSEMENT

The Subgrantee shall submit, **no later than the 30th day of each three (3) month reporting period**, consecutively numbered invoices to DHED in order to receive reimbursement of Heirs' program funds made available under this Agreement. Invoices shall be submitted on a recurring basis to facilitate an even flow of funds throughout the term of the Agreement.

All invoices (reimbursement requests) shall have an **Invoice Cover Sheet** (Schedule "I") on Subgrantee letterhead and supporting **Cumulative Heirs Beneficiaries Served Report** (Schedule "II") in Microsoft Excel format attached hereto and the **Outreach and Marketing Report**. All Reports must contain the specified information in addition to any other information deemed necessary buy DHED to meet the reporting requirements of FHLB Atlanta Heirs' Property Family Wealth Protection Fund Agreement and shall be signed by a person authorized by the Subgrantee to submit invoices on its behalf.

(2) COUNTY RESPONSIBILITIES

A. The County agrees to provide Grant Funds for the above described deliverables to be provided by the Subgrantee in accordance with the terms of this Agreement. The total reimbursement amount shall not exceed **$1,000,000**. **NOTE: Though the reimbursement rate for clients served may vary, the Subgrantee's Reimbursement Requests must be on schedule to meet the 50% and 100% Performance Requirement dates.** In the event of closure of the facility due to a natural disaster, the Subgrantee may continue the program at a comparable location in order to obtain reimbursement, subject to DHED approval.

B. County has the right to monitor the Subgrantee at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and shall ensure compliance with the FHLB Atlanta Heirs' Property Family Wealth Protection Fund Agreement. Additionally, visits shall monitor that planned activities are conducted in a timely manner and shall be utilized to verify the accuracy of reporting to DHED on program activities.

SCHEDULE "I"

INVOICE COVER SHEET

USE SUBGRANTEE LETTERHEAD STATIONERY

DATE: _____

TO: **Carlos Serrano, Deputy Director**
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: **Tequisha Myles, Supervising Attorney**
Legal Aid Society of Palm Beach County, Inc.
Heirs' Property Family Wealth Protection Fund Grant Program
423 Fern Street, Suite 200
West Palm Beach, FL 33401

SUBJECT: **Legal Aid Society of Palm Beach County, Inc.**
Reimbursement Request No. _____
Agreement No. (R_____-_____)

Attached you will find Invoice #_____ requesting reimbursement in the amount of $_____. The expenditures for this invoice cover the period of _____ through _____.

Additionally, please find the attached required reports and supporting documentation relating to the expenditures involved.

_____ _____
Tequisha Myles, Supervising Attorney Date

Attachments: Legal Aid Society of Palm Beach County, Inc. Monthly Invoice (Schedule "I")
Cumulative Progress Report for Heirs Beneficiaries Served (Schedule "II")
Monthly Outreach and Marketing Report (Schedule III)

SCHEDULE "II"

CUMULATIVE PROGRESS REPORT FOR HEIRS BENEFICIARIES SERVED

DATE OF REPORT: _____ AGREEMENT: R_____

REPORTING PERIOD: From _____ to _____

TOTAL NUMBER OF PROPERTY OWNERS SERVED THIS PERIOD: _____

CLIENT INFORMATION / PROPERTY ADDRESS / SERVICES PROVIDED								FFIEC ELIGIBLE CENSUS TRACT AND DEMOGRAPHIC DATA						
No.	Property Address	Property Control Number	Date of Service	Heirs' Property Prevention Service Provided (Estate Plans, Wills, Deeds, Trusts, etc.)	Property Resolution Services clearing of tangled property titles	Approximate Property Value	Cost of Service(s)	Census Tract	Tract Income Level: (Low/Middle/ Moderate)	Race	Age	Male/ Female	Total Unduplicated Served this Period	Total Unduplicated Clients Served YTD
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

SCHEDULE "III"

OUTREACH AND MARKETING REPORT

PROVIDE REPORT PER SUBGRANTEE'S FORMAT

The Report must contain (at a minimum) the following information:

1. A summary of the marketing activities performed for the invoice period.
2. Include samples of marketing materials, media, etc as applicable.
3. Describe the marketing activities and samples used:
    a. Workshops/Training conducted (Provide copy of Agenda, sign-in sheet, etc if applicable)
    b. Printed Materials (Flyers, Advertisements in paper, etc)
    c. Social Media (Telephone, Radio, Television, Facebook, Twitter, other media platforms)

SCHEDULE "IV"

LEGAL AID SOCIETY - HEIRS' SERVICES RATE SCHEDULE

ORGANIZATION: Legal Aid Society of Palm Beach County, Inc.
PROGRAM: Heirs' Property Family Wealth Protection Grant
FHLBANK ATLANTA - PALM BEACH COUNTY

CONTACT NAME: Tequisha Myles
TITLE: Supervising Attorney
PHONE: (561) 655-8944 ext. 296

CATEGORY OF SERVICE PROVIDED	EXPENSE (Client/Household Served)
Creation of Estate Plans	$ 755.00
Wills	$ 460.00
Deeds	$ 250.00
Other Security Instruments	$ 150.00
Clearing of Tangles Property Titles	$ 3,000.00
* Marketing	*Varies
FUNDING SOURCES	
FHLBank Atlanta Funding	$ 500,000.00
Housing Intiative Funding	$ 500,000.00
TOTAL PROGRAM FUNDING	**$ 1,000,000.00**

Note: * Marketing services provided are based on method(s) utilized and vary in cost.

ELIGIBLE PBC CENUS TRACTS

FHLB Atlanta Family Wealth Protection Fund Grant - Eligible PBC Census Tracts
Source: FFIEC Online Census System (www.ffiec.gov [ffiec.gov])

#	Census Tract	2020 Tract Income Level*
1	1.02	Middle
2	1.04	Middle
3	2.04	Middle
4	2.13	Moderate
5	2.16	Middle
6	2.22	Low
7	3.04	Middle
8	5.05	Middle
9	8.05	Middle
10	9.02	Middle
11	9.03	Middle
12	10.02	Moderate
13	10.03	Middle
14	10.04	Moderate
15	11.01	Middle
16	12	Middle
17	13.01	Moderate
18	13.02	Low
19	14.02	Low
20	14.03	Low
21	14.04	Moderate
22	15	Moderate
23	16	Moderate
24	17	Moderate
25	18.01	Moderate
26	18.02	Middle
27	19.04	Moderate
28	19.07	Moderate
29	19.09	Low
30	19.1	Moderate
31	19.11	Moderate
32	19.12	Moderate
33	19.13	Low
34	19.16	Middle
35	19.17	Moderate
36	19.18	Middle
37	19.19	Middle
38	19.2	Moderate
39	19.21	Moderate
40	20.05	Moderate
41	20.06	Moderate
42	21	Moderate
43	22	Low

#	Census Tract	2020 Tract Income Level*
44	23	Moderate
45	24	Low
46	28	Middle
47	29	Low
48	30	Moderate
49	31.01	Middle
50	31.02	Moderate
51	32.01	Moderate
52	32.02	Middle
53	33	Middle
54	37	Moderate
55	38.01	Moderate
56	38.02	Moderate
57	39.01	Middle
58	39.02	Moderate
59	40.05	Moderate
60	40.07	Moderate
61	40.08	Moderate
62	40.09	Moderate
63	40.1	Moderate
64	40.11	Moderate
65	40.12	Moderate
66	40.13	Moderate
67	41.01	Moderate
68	41.02	Moderate
69	42.03	Moderate
70	42.04	Moderate
71	42.05	Middle
72	42.06	Middle
73	42.07	Low
74	44.01	Middle
75	44.02	Low
76	45	Low
77	46.01	Moderate
78	46.02	Moderate
79	47.02	Moderate
80	47.04	Moderate
81	47.05	Moderate
82	47.06	Moderate
83	48.1	Moderate
84	48.13	Middle
85	48.15	Middle
86	48.16	Moderate

ELIGIBLE PBC CENUS TRACTS

FHLB Atlanta Family Wealth Protection Fund Grant - Eligible PBC Census Tracts
Source: FFIEC Online Census System (www.ffiec.gov [ffiec.gov])

#	Census Tract	2020 Tract Income Level*
87	48.17	Moderate
88	48.18	Low
89	48.19	Moderate
90	48.2	Moderate
91	48.21	Moderate
92	48.22	Middle
93	48.23	Middle
94	49.03	Low
95	49.04	Moderate
96	50	Middle
97	51.01	Low
98	51.02	Moderate
99	52.02	Low
100	52.03	Low
101	52.04	Moderate
102	53	Middle
103	55.01	Middle
104	55.02	Middle
105	56.01	Moderate
106	56.02	Middle
107	57.02	Moderate
108	57.03	Low
109	57.04	Low
110	58.07	Moderate
111	58.1	Moderate
112	58.11	Middle
113	58.12	Middle
114	58.13	Middle
115	58.14	Moderate
116	58.15	Moderate
117	58.18	Moderate
118	58.19	Middle
119	58.2	Middle
120	58.21	Moderate
121	59.16	Middle
122	59.17	Middle
123	59.21	Middle
124	59.22	Middle
125	59.23	Moderate
126	59.26	Middle
127	59.3	Middle
128	59.31	Middle
129	59.33	Moderate

#	Census Tract	2020 Tract Income Level*
130	59.36	Moderate
131	59.38	Middle
132	59.39	Moderate
133	59.4	Middle
134	59.43	Moderate
135	59.44	Low
136	59.45	Middle
137	59.47	Middle
138	59.51	Moderate
139	59.52	Middle
140	59.53	Middle
141	59.54	Middle
142	59.55	Middle
143	59.57	Middle
144	59.58	Middle
145	59.59	Middle
146	59.6	Middle
147	60.05	Middle
148	60.06	Moderate
149	60.07	Moderate
150	60.09	Moderate
151	60.1	Middle
152	60.11	Middle
153	60.12	Moderate
154	61	Moderate
155	62.01	Moderate
156	62.02	Middle
157	62.03	Moderate
158	63.01	Middle
159	65.01	Moderate
160	65.02	Middle
161	66.04	Middle
162	66.07	Middle
163	67	Moderate
164	68.01	Moderate
165	68.02	Moderate
166	69.06	Middle
167	69.08	Moderate
168	69.09	Middle
169	69.1	Moderate
170	69.11	Moderate
171	72.02	Middle
172	72.04	Middle

ELIGIBLE PBC CENUS TRACTS

FHLB Atlanta Family Wealth Protection Fund Grant - Eligible PBC Census Tracts

Source: FFIEC Online Census System (www.ffiec.gov [ffiec.gov])

#	Census Tract	2020 Tract Income Level*
173	72.07	Middle
174	72.08	Moderate
175	73.02	Middle
176	75.04	Middle
177	76.12	Middle
178	76.13	Middle
179	76.15	Middle
180	76.19	Moderate
181	76.2	Moderate
182	77.05	Middle
183	77.16	Middle
184	77.24	Middle
185	77.25	Middle
186	77.32	Moderate
187	77.36	Middle
188	77.38	Middle
189	77.39	Moderate
190	77.4	Middle
191	77.41	Moderate
192	77.42	Moderate
193	77.43	Middle
194	77.47	Middle
195	77.49	Middle
196	77.5	Middle
197	77.51	Middle
198	77.58	Middle
199	77.63	Middle
200	77.64	Middle
201	77.66	Moderate
202	77.67	Moderate
203	77.68	Middle
204	77.69	Low
205	77.79	Middle
206	78.12	Middle
207	78.13	Middle
208	78.2	Middle
209	78.21	Middle
210	78.32	Moderate
211	78.33	Moderate
212	78.37	Middle
213	78.38	Middle
214	78.4	Middle
215	78.41	Middle

#	Census Tract	2020 Tract Income Level*
216	78.42	Middle
217	78.43	Moderate
218	78.45	Middle
219	78.46	Middle
220	78.5	Middle
221	78.51	Middle
222	79.13	Middle
223	79.14	Middle
224	79.16	Middle
225	79.18	Middle
226	79.19	Middle
227	80.01	Low
228	80.02	Low
229	81.01	Moderate
230	82.01	Moderate
231	82.02	Low
232	82.03	Low
233	83.01	Moderate
234	83.02	Moderate

EXHIBIT B

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Legal Aid Society of Palm Beach County (Subgrantee) and attest that Subgrantee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Robert A. Bertisch, Executive Director
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 7th day of May 2025, by Robert Bertisch.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

JENNIFER L. ROTHMAN
MY COMMISSION # HH 585037
EXPIRES: December 17, 2028

(Notary Seal)

LEGAL AID SOCIETY
OF PALM BEACH COUNTY

Executive Director
Robert A. Bertisch, Esq.

Administrator
Michael Spillane

Director of Philanthropy
Dana K. Brookes

Board of Trustees Chairperson
Robert M.W. Shalhoub, Esq.

Board of Trustees
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John Terwilleger, Esq.
Matthew Zimmerman, Esq.

Legal Aid Society of Palm Beach County, Inc.
423 Fern Street, Suite 200, West Palm Beach, FL 33401
Phone: (561) 655-8944 • Fax: (561) 655-5269 • Toll-Free 1-800-403-9353
www.legalaidpbc.org

CORPORATE RESOLUTION

BE IT RESOLVED THAT the following officers of the Legal Aid Society of Palm Beach County, Inc., a not-for-profit corporation organized and incorporated under the laws of the State of Florida, are hereby authorized to act on behalf of the Legal Aid Society of Palm Beach County, Inc. and, as such, may enter into any agreements, contracts and any other legally binding instruments with third parties on behalf of said corporation:

President:	Lawrence P. Rochefort
Executive Director:	Robert A. Bertisch
First Vice-President:	Scott C. Murray
Second Vice-President:	J. Grier Pressly, III
Secretary:	Rebecca Mercier Vargas
Treasurer:	Jerald S. Beer

Such resolution being agreed to by a majority of the members of the Board of Directors of the Legal Aid Society of Palm Beach County, Inc., at its regularly scheduled meeting held on this 28th day of October, 2024.

It is hereby recognized that such certification is representative of the views of the members of the Board and, as such, represents a true and complete copy of the original and remains in full force and effect for the life of the Legal Aid Society of Palm Beach County, Inc., or until such time that such authority shall be rescinded by a majority of voting members of the Board of Directors of said corporation.

Signed and agreed to this 28th day of October, 2024.

Lawrence P. Rochefort
President, Board of Directors

Corporate Seal

Children's Services Council Palm Beach County — Healthy. Safe. Strong.
United Way — Town of Palm Beach United Way
United Way — United Way of Palm Beach County
Additional Funding Provided by Palm Beach County

LEGAL AID SOCIETY
OF PALM BEACH COUNTY

Legal Aid Society of Palm Beach County, Inc.

423 Fern Street, Suite 200, West Palm Beach, FL 33401

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Howard D. DuBosar, Esq.
Karis Engle
Dwinette J. Feemster, Esq.
Jack P. Hill, Esq.
Lauren Johnson, Esq.
Nicholas Johnson, Esq.
Wilnar J. Julmiste, Esq.
Tama B. Kudman, Esq.
Andrew S. Kwan, Esq.
Nancy Albano Lambrecht
Ellen M. Leibovitch, Esq.
Gary S. Lesser, Esq.
Daniel Lustig, Esq.
Heather L. Ries, Esq.
Peter A. Sachs, Esq.
Matthew Sackel, Esq.
Robert M.W. Shalhoub, Esq.
John Terwilleger, Esq.
Matthew Zimmerman, Esq.

May 7, 2025

Tessa Wattley, Contract Analyst
Palm Beach County
Department of Housing and Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

Dear Ms. Wattley:

This letter is to certify the following individuals are authorized to sign on behalf of the Legal Aid Society of Palm Beach County, Inc.:

- Robert A. Bertisch, Esq., Executive Director
- Lawrence P. Rochefort, Esq., President
- Scott C. Murray, Esq., First Vice President
- J. Grier Pressly, III, Esq. Second Vice President
- Rebecca Mercier Vargas, Esq. Secretary
- Jerald S. Beer, Esq., Treasurer

The source which grants such signatory authority is:

Corporate Resolution dated October 28, 2024 (attached).

Sincerely,

Robert A. Bertisch, Esq.
Executive Director

Children's Services Council PALM BEACH COUNTY Healthy. Safe. Strong.
United Way Town of Palm Beach United Way
UNITED WAY Palm Beach County
Additional Funding Provided by Palm Beach County

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: William Mennitt	
John Sena Agency, Inc 6501 Congress Avenue, Suite 100 Boca Raton, FL 33487	PHONE (A/C, No, Ext): (561)391-4661	FAX (A/C, No): (561)338-6551
	E-MAIL ADDRESS: ralabrador@thesenagroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CONTINENTAL CASUALTY CO.	
INSURED	INSURER B:	
LEGAL AID SOCIETY OF PALM BEACH COUNTY, INC. 423 FERN STREET, STE. 200 WEST PALM BEACH, FL 33401	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 00014908-1881338 **REVISION NUMBER:** 80

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		7038961608	08/28/2024	08/28/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7038961608	08/28/2024	08/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ATTORNEYS OR LAWYERS

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS C/O DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY ARE ADDITIONAL INSURED WITH RESPECTS TO COMMERICAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Department of Housing Economic Sustainability
100 Australian Ave, 5th Floor
WEST PALM BEACH, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WIM)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke Bogart & Brownell 181 Crawford Blvd Boca Raton, FL 33432	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Legal Aid Society of Palm Beach County, Inc. 423 Fern Street Suite 200 West Palm Beach, FL 33401	INSURER A: Technology Insurance Company Inc.	42376
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC4462703	08/28/2024	08/28/2025	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure Mid-Atlantic XS Program Insurance Agency, LLC Acrisure Mid-Atlantic XS Program P.O. Box 25287 New York NY 10087-5287	PHONE (A/C, No, Ext): 703-739-2470	FAX (A/C, No): 703-739-0761
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's Syndicate 5886 - Blenheim	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED	LEGAAID-37
Legal Aid Society Of Palm Beach County, Inc. 423 Fern Street Suite 200 West Palm Beach FL 33401	

COVERAGES **CERTIFICATE NUMBER:** 253912645 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Management Liability			2434171210	5/1/2025	5/1/2026	$1,000,000 Each Claim $1,000,000 Each Claim	$3,000,000 Agg $3,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy 2434171210 provides both Professional Liability and Management Liability coverages.
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds with respect to the operations of the named insured. Claims made policy with no retro active date, full prior acts coverage.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
Department of Housing and Economic Sustainability
100 Australian Avenue
Suite 500
West Palm Beach FL 33406
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura S Callanan

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techrug

This Declaration Page is attached to and forms part of Certificate provisions.

Previous Number	New	**Authority Reference Number**	B0146D241929 (100%)	**Certificate Number**	B0149D241929/0038

Insurance is effective with certain **Underwriters at Lloyd's, London** **One Lime Street, London, EC3M 7HA** Percentage **100.00000%**

SCHEDULE

Type: Cyber Insurance as more fully defined in the policy wording

Form: techrug CyberBreach™ Hamilton Cyber Wording

Name of Insured: Legal Aid Society of Palm Beach County, Inc.

Type of Insured: Corporation

Insured Email: MSPILLANE@legalaidpbc.org

Mailing Address of Insured: 423 Fern St., Suite 200
#200
West Palm Beach , Florida 33401

Period of Insurance: Effective from Fri Mar 21 2025 to Sat Mar 21 2026.
Both days at 12.01a.m. Local Standard Time

Premium (annual)	Premium	USD 6,811.00
	Policy Fee	USD 300.00
	Surplus Lines Tax	USD 351.28
	Stamping Fee	USD 4.27
	TOTAL	USD 7,466.55

Deductible: **USD 5,000** each and every **claim**

Limit of Liability: **USD 2,000,000 per claim and in the aggregate**

Insuring Agreement	Aggregate Limit
Incident Response	USD 2,000,000
Network Interruption and Loss of Income	USD 2,000,000
Direct Network Interruption and Loss of Income	USD 2,000,000
Contingent Network Interruption and Loss of Income	USD 2,000,000
Bricking	USD 2,000,000
Reputational Business Income	USD 2,000,000
Privacy and Network Security Liability	USD 2,000,000
Multimedia Liability	USD 2,000,000

Sub-limits:

Telephone Fraud	USD 250,000
Cyber Extortion and Ransom	USD 1,000,000
PCI Expenses and Penalties	USD 1,000,000

Coverage: Worldwide

Conditions: Includes the following terms and conditions:

LMA 5389 U.S. Terrorism Risk Insurance Act of 2002 As Amended

		New and Renewal Business Endorsement
	LMA9037	FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)
	LMA9038	FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)
	LSW 585 (amended)	Premium Payment Warranty
	LSW 1001 (Insurance)	Several Liability Notice
	NMA 1168 (amended)	Small Additional or Return Premiums Clause (U.S.A.)
	NMA 1998	Service of Suit Clause (U.S.A.)
		Conformity Clause
		Choice Of Law And Service Of Suit
		Cyber Insurance - Incident Response Directions
		Cybercrime And Electronic Fraudulent Instruction Endorsement
		Hamilton Insurance DAC Data Privacy Notice
		Forensic Accounting Expenses Endorsement
		techrug CyberBreach™ Hamilton – Cyber Wording
		Invoice Manipulation Endorsement
		Minimum Earned Premium Definition Endorsement
		Telephone Fraud Endorsement
		Declarations and Representations

Exclusions:	Includes the following exclusions:	
	LMA 3100	Sanction Limitation And Exclusion Clause
	LMA5567A (amended)	War and Cyber Operation Exclusion No.4
	NMA 1256	Nuclear Incident Exclusion Clause - Liability - Direct (Broad) (U.S.A.)
	NMA 1477	Radioactive Contamination Exclusion Clause - Liability - Direct (U.S.A.)
		Absolute Professional Services Exclusion
		Hamilton Cyber Sentinel Endorsement Biometric Data Exclusion
Website:	**https://legalaidpbc.org/**	
Industry:	Legal	
Gross Annual Revenue:	USD 14,523,472	
Retroactive Date:	Full Prior Acts	
US Classification:	Surplus Lines naming:	Jessica Alcantra 970 Lake Carillon Dr Suite 106, St Petersburg, FL 33617 Florida License #: P074462

US Surplus lines broker is responsible for collecting and paying all surplus lines taxes and fees.

Claim Notification:	BatesCarey LLP 191 North Wacker, Suite 2400, Chicago, IL 60606 Email: ktimm@batescarey.com Tel: 001-312-762-3256
Producer:	techrug 596 Enterprise Drive, Lewis Center, Delaware County, Ohio 43035, United States

Name of Insured: Legal Aid Society of Palm Beach County, Inc.

Service of Suit:	Lloyd's America Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY
Insurer:	Lloyd's of London, AM Best Rating A XV (Non-admitted)
Commission:	As per contract
Order Hereon:	100% of 100%
Security:	Authority Ref. D241929 – Order: 100%

100.0000%	4000	HAM

100.00000%

Losses: No Known Losses in the past 5 years

It is understood and agreed that for the purposes of this insurance in the event of any discrepancy between the above referenced proposal form and this Certificate, the terms, conditions, definitions, exclusions and other provisions of this Certificate shall prevail.

It is understood and agreed that wherever the words "Named Insured, Company and Policy" appear in this wording they are deemed to read "Named Assured, Underwriters and Certificate" respectively.

Correspondent:
techrug
596 Enterprise Drive,
Lewis Center,
Delaware County,
Ohio 43035,
United States

Intermediary:
McCormick & Reinmuth Insurance Agency Inc
596-600 Enterprise Drive
Lewis Center
OH 43035

In witness whereof this certificate has been signed on 18th day of March, 2025

By

Authorized Signatory
Justin Reinmuth
McCormick & Reinmuth Insurance Agency inc

Certificate Number: B0149D241929/0038 (100%)

Name of Insured: Legal Aid Society of Palm Beach County, Inc.

DECLARATIONS

Item 1 **POLICY NUMBER:** B0149D241929/0038

Item 2 **NAMED INSURED:** Legal Aid Society of Palm Beach County, Inc.

Item 3 **NAMED INSURED ADDRESS:** 423 Fern St., Suite 200, #200, West Palm Beach , Florida, 33401

Item 4 **POLICY PERIOD:** Effective from Fri Mar 21 2025 to Sat Mar 21 2026

(both days at 12:01 Local Standard time at the address shown of the NAMED INSURED)

Item 5 **LIMIT OF LIABILITY:** USD 2,000,000

The maximum payable under this Policy in the aggregate including Claims Expenses

Item 6 **SUB-LIMITS OF LIABILITY AND DEDUCTIBLES:**

THE FOLLOWING LIMITS OF LIABILITY ARE SUBLIMITED AND ANY PAYMENT THEREUNDER WILL FORM PART OF, AND NOT IN ADDITION TO, THE LIMIT OF LIABILITY

Insuring Agreement		Currency	Aggregate Limit	Deductible
A	Incident Response	USD	2,000,000	5,000 each and every claim
B	Network Interruption and Loss of Income	USD	2,000,000	5,000 each and every claim
	Direct Network Interruption and Loss of Income	USD	2,000,000	5,000 each and every claim
	Contingent Network Interruption and Loss of Income	USD	2,000,000	5,000 each and every claim
	Bricking	USD	2,000,000	5,000 each and every claim
	Reputational Business Income	USD	2,000,000	5,000 each and every claim
C	Cyber Extortion and Ransom	USD	2,000,000	5,000 each and every claim
D	Regulatory Fines and Penalties	USD	2,000,000	5,000 each and every claim
	Privacy Regulatory Defense and Penalties	USD	2,000,000	5,000 each and every claim
	PCI Expenses and Penalties	USD	2,000,000	5,000 each and every claim
E	Privacy and Network Security Liability	USD	2,000,000	5,000 each and every claim
F	Multimedia Liability	USD	2,000,000	5,000 each and every claim

Item 7	**RETROACTIVE DATE:**	Full Prior Acts
	(Retroactive date applies only to F. Multimedia Liability)	
Item 8	**Premium:**	USD 6,811 annual
Item 9	**DESIGNATED INCIDENT RESPONSE VENDOR AND NOTICE OF CLAIM:**	Bates Carey 191 North Upper Wacker Drive #2400 Chicago Illinois 60606 United States of America +1 312 762 3256 | hamiltoncyber@batescarey.com
Item 10	**BROKER AND NOTICE OF CANCELLATION:**	techrug, 596 Enterprise Drive, Lewis Center, Delaware County, Ohio 43035, United States
Item 11	**SERVICE OF SUIT:**	MENDES & MOUNT, 750 Seventh Ave, New York, NY 10019 6829, U.S.A.
Item 12	**CHOICE OF LAW AND JURISDICTION:**	
	This insurance shall be governed by and constructed in accordance with the law of New York.	
Item 6	**TERRITORY:**	Worldwide

FHLBank ATLANTA
A FEDERAL HOME LOAN BANK

October 15, 2026

VIA EMAIL

Pegy Boule-Washington
Director of Economic Sustainability
Palm Beach County Board of County Commissioners
100 Australian Avenue
5th Floor,
W.P.B., Florida 33406

Dear Ms. Boule-Washington:

Thank you for providing details regarding the extension request. This is an official communication to inform you that an exception to the extension request related to the "Final Use Date" requirements has been approved from **September 30, 2026 to March 30, 2027** (six months from the initial "Final Use Date" allow per the program guidelines) to allow sufficient time to complete project activities.

The following requirements still apply: Exhibit B: Reporting Requirements and Use of Data:

- Beginning six months after the Bank's approval of the Grant and continuing every six months and within 30 days of the Final Use Date, the Grant Recipient must submit a progress report to the Bank regarding progress toward Project completion.

Should you have any questions or require further feedback, please feel free to reach out to me at (404)888-5687.

Warm regards,

Clarissa L. Weaver

Clarissa L. Weaver
First Vice President
Deputy Director Community
Investment Services Federal Home
Loan Bank Atlanta

Palm Beach County

2025-2026 Heirs' Project

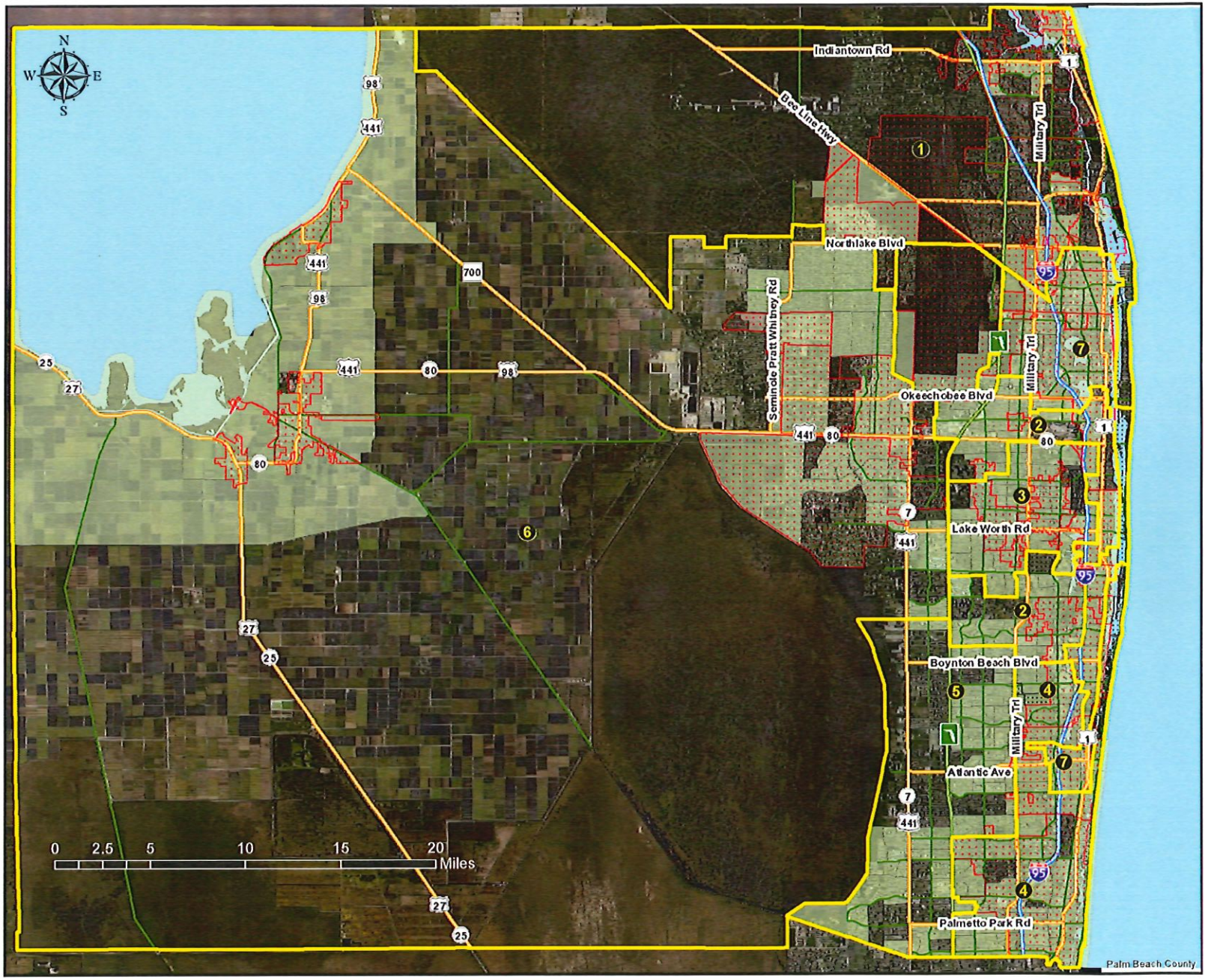
Eligible Census Tracts*

Federal Home Loan Bank Atlanta
Heirs' Property Wealth Protection Fund Grant

Legend

- Eligible Census Tracts*
- County Commission District
- **Municipalities** (with One or More Eligible Census Tracts)
- **Municipalities** (with No Eligible Census Tracts)
- Florida's Turnpike
- I-95
- Major Roads

* Source: Federal Financial Institution Examination Council (FFIEC) 2024 Census Tract Income Level. Eligible properties must be located within a Low, Moderate or Middle Income Census Tract as defined by the FFIEC.



Department of Housing & Economic Development