

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 11, 2024 Consent Regular
 Ordinance Public Hearing

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with Florida International University Board of Trustees (FIU) for \$30,000 in Community Development Block Grant (CDBG) Program funds to provide an assessment report and needs analysis for affordable/workforce housing units within Palm Beach County.

Summary: This Agreement provides for FIU to analyze and report on Palm Beach County's affordable and workforce housing needs and housing demands and potential shortfall for the next 10 years. The Agreement details the FIU approach and methodology for calculating the number of additional affordable/workforce housing units and will provide an analysis based on various Area Median Income categories. This report is being done in an effort to gain greater clarity and understanding of the current and future housing demands within the County. The projected report completion date is September 30, 2024. **These are Federal CDBG funds which do not require a local match.** Countywide (HJF)

Background and Justification: FIU is a Florida public research university with over four decades experience located in Miami, Florida. The FIU's School of International and Public Affairs, Office of Research and Economic Development will conduct the affordable/working housing assessment.

Attachment:

1. Agreement with the Florida International University Board of Trustees

Recommended By:  5/20/24
Department Director Date

Approved By:  6/6/24
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Grant Expenditures	\$30,000				
Operating Costs					
External Revenues	(\$30,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Proposed Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No
 Does this Item include the use of State funds? Yes No X

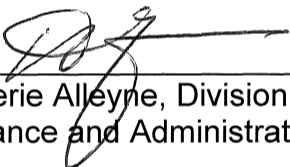
Budget Account No.:

Fund 1101 Dept. 143 Unit 1431 Object TBD Program Code/Period _____

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

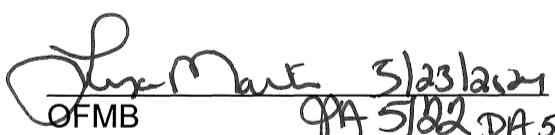
Approval of this agenda item will allocate \$30,000 in CDBG funds.


C. Departmental Fiscal Review:


 Valerie Alleyne, Division Director II
 Finance and Administrative Services, DHED

III. REVIEW COMMENTS

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

 5/23/24
 OFMB PA 5/22 DA 5/23

 6/3/24
 Contract Development and Control
 Tol 5/31/24

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**

THIS AGREEMENT, with an effective date of _____, 2024 (the "Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, and **The Florida International University Board of Trustees ("FIU")**, a state-controlled institution of higher education of the State of Florida, located at 11200 SW 8th Street, MARC 430, Miami, Florida 33199 on behalf of the **Jorge M. Perez Metropolitan Center (JPMC)**, a research unit under FIU's School of International and Public Affairs, having its principal office at **1930 S.W. 145th Avenue, Room 302, Miramar, FL 33027** (the "Agreement").

WHEREAS, **Palm Beach County** receives Community Development Block Grant funds (CDBG) from the US Department of Housing & Urban Development; and

WHEREAS, **Palm Beach County** has made **\$30,000.00** in CDBG funds available to fund the activities specified in this Agreement; and

WHEREAS, **Palm Beach County**, and **FIU** desire to undertake the activities specified in this Agreement; and

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program"
- (C) "HED" means Palm Beach County Dept. of Housing & Economic Development
- (D) "Agency" means JPMC on behalf of FIU
- (E) "HED Approval" means the written approval of the HED Director or designee.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Exhibit "A" of this Agreement.

3. CDBG PROGRAM ELIGIBLE ACTIVITIES

The Agency shall prepare, at a minimum, an estimate of additional affordable/workforce housing units that are required countywide in Palm Beach County. Additional deliverables are further defined and set forth in Exhibit "A" of this Agreement. The County has determined that these activities are CDBG eligible per **24 CFR 570.205 – Eligible planning, urban environmental design and policy-planning-management-capacity building activities.**

4. GENERAL COMPLIANCE

The Agency agrees to comply with applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Agency further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available to Agency.

5. SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by the County, perform the tasks outlined in Exhibit "A" (the "Services") attached hereto and made a part hereof.

6. MAXIMUM COMPENSATION

The Agency agrees to accept as full payment for Services rendered pursuant to this Agreement the actual amount noted herein. Said Services shall be performed in a manner satisfactory to the County. In no event shall the total compensation to be paid hereunder exceed the maximum and total authorized sum of **Thirty Thousand Dollars (\$30,000.00)**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

All rights and duties designated hereunder, are contingent upon the timely release of funds for this project by the U.S. Treasury. The services of the Agency shall be completed by the Agency by **September 30, 2024** (the "Termination Date").

8. METHOD OF PAYMENT

The County agrees to pay the Agency for all Services rendered and permitted by Federal, State, and County guidelines for Services. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder. The Agency shall submit invoices printed on the Agency's letterhead using the format attached in Exhibit "B" hereto and made a part hereof. In the event an original document cannot be presented, the Agency may furnish copies, if deemed satisfactory and acceptable by the County.

Each request for payment submitted by the Agency shall be accompanied by proper documentation and to the maximum extent possible, be submitted to HED for payment no later than thirty (30) days after the date of completion of the Services by the Agency. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports submitted by the Agency and approval by HED. Invoices will not be honored or approved if received by HED later than forty-five (45) days after the Termination Date.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in the County's Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by the County. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with the County. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HED Director or designee.

(B) FINANCIAL ACCOUNTABILITY

The County may have a project specific financial system analysis and/or an audit of the Agency or of any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to evaluate the Agency's performance under this Agreement and to determine the capability of the Agency to fiscally manage the project in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HED Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HED and approved by HED prior to execution of any subcontract hereunder. All subcontracts shall be subject to the requirements of this Agreement.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL HED, COUNTY, AND U.S. REQUIREMENTS

The County shall have the right under this Agreement to suspend or terminate payments, if after being provided with thirty (30) days written notice, the Agency does not comply with any additional conditions that may be imposed by the County, State, or U.S. at any time.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all applicable laws prohibiting discrimination ("Nondiscrimination Policy). The Agency agrees that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Agency agrees that it will comply with the applicable Nondiscrimination Policy. As part of such compliance, the Agency shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Agency retaliate against any person for reporting instances of such discrimination. The Agency shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Agency 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 agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Agency shall include this language in its subcontracts.

11. EVALUATION AND MONITORING

The Agency agrees that HED may carry out periodic monitoring and evaluation of activities as determined necessary by the County and that payment, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement.

Due to the urgency and severity of the housing affordability situation, the proposed schedule, as detailed in Exhibit "A" will be closely monitored by HED. Substandard performance, as determined by HED, will constitute noncompliance with this Agreement.

The Agency agrees to furnish upon request to the County, or the County's designees copies of transcriptions of such records as are determined necessary by the County. The Agency shall submit status reports at HED's request on forms approved by HED to enable HED to evaluate progress. The Agency shall provide information as requested by HED to enable HED to complete reports required by the County or HUD. The Agency shall allow HED, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HED or HUD. Other measures of monitoring may also be utilized.

12. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the County or the Comptroller General of the United States may deem necessary, upon request, Agency shall make available to the County, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

13. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

14. DATA BECOMES COUNTY PROPERTY

Agency retains ownership of all intellectual property it develops in the performance of the work pursuant to this Agreement in accordance with Section 1004.23 Florida Statutes. Intellectual property includes all copyrights, trademarks and inventions whether patentable or un-patentable. Agency hereby grants to the County a royalty-free, non-exclusive license to the use of the deliverables provided by the Agency to County for County's governmental purposes.

Upon completion of all work contained herein, copies of all documents and records relating to this Agreement shall be surrendered to the County, for governmental purposes, if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

15. INDEMNIFICATION

Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants and agents thereof while acting within the scope of their employment. Each party further agrees that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity that is applicable to the Parties and the State of Florida beyond the waiver provided in Section 768.28 Florida Statutes.

16. INSURANCE REQUIREMENTS

Pursuant to Florida Statutes Section 1001.72, Agency, a public instrumentality of the State of Florida, maintains insurance coverage under the State of Florida Risk Management Trust Funds, established pursuant to Chapter 28, Florida Statutes and administered by the State of Florida, Department of Financial Services, Division of Risk Management as follows: Automobile liability insurance, general liability insurance, and employer's liability insurance, each with limits of liability of not less than \$200,000.00 for each person and \$300,000.00 for each occurrence. Agency also maintains workers' compensation insurance with limits of liability as required by law. Agency shall provide evidence of insurance upon request.

17. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 24 CFR Part 570: Community Development Block Grants;
- (C) 2 CFR 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (D) 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;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance.

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

18. TERMINATION AND SUSPENSION

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency,

and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments/performance, in whole or part, by giving ten (10) days written notice to the other party of such termination or suspension and if not corrected, the termination will be effective five (5) days thereafter. Upon early termination, the County, shall reimburse the Agency for eligible costs incurred, including non-cancellable obligations that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, shall reimburse the Agency for eligible costs incurred, including non-cancellable obligations that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the allocation of CDBG funds is suspended or terminated, this Agreement shall be suspended or terminated effective on the date of such suspension or termination.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its permitted (if any) successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, shall reimburse the Agency for eligible costs incurred, including non-cancellable obligations that are in compliance with this Agreement up to and including the date of termination.

19. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

20. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

21. NOTICES

The Agency and County agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, or personally delivered to the office of the duly authorized representative of the Agency or County as specified herein.

AGENCY:

Roberto M. Gutierrez, Assistant VP for Research
FIU Office of Research & Economic Development
11200 SW 8th Street (MARC – 430)
Miami, FL 33199
Tel. (305) 348-8312
Email: gutierrr@fiu.edu

COUNTY

Jonathan B. Brown, Director
Department of Housing & Economic Development
100 Australian Avenue – Suite 500
West Palm Beach, FL 33406
Tel. (561) 233-3602
Email: JBrown2@pbcgov.org

22. INDEPENDENT AGENT AND EMPLOYEES

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor and that its employees are not County employees and are not subject to the provisions of the law applicable to County employees relative to employment compensation and employee benefits.

23. NO FORFEITURE

The rights of the County or the Agency under this Agreement shall be cumulative and failure on the part of the County or the Agency to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

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 Agency certifies that it, its affiliates, suppliers, subcontractors 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).

25. DRUG - FREE WORKPLACE

The Agency shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

26. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of 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 Agency, 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 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. EXCLUSION OF THIRD PARTY BENEFICIARIES

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 the Agency.

28. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from the U.S. Treasury. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

29. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" or Exhibit "B" shall be deemed to be incorporated into this Agreement by reference.

30. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY 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.
- 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 AGENCY does not transfer the records to the County.
- D. Upon request and completion of the Agreement the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY 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 AGENCY transfers all public records to the County upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. One copy may be kept for archival purposes. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to the 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 the County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. The 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. The AGENCY 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

31. COUNTERPARTS OF THIS AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

32. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

33. VENUE

Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

34. E-VERIFY – EMPLOYMENT ELIGIBILITY

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

Agency 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. Agency 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.

Agency shall terminate this Agreement if it has a good faith belief that Agency has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Agency's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Agency to terminate its contract with the subconsultant and Agency shall immediately terminate its contract with the subconsultant. If County terminates this Agency pursuant to the above, Agency shall be barred from being awarded a future contract by Agency for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Agency shall also be liable for any additional costs incurred by County as a result of the termination.

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IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed on the dates set forth herein.

Signed, sealed and delivered
in the presence of:

The FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

DocuSigned by:
Jacqueline Laboy
8ED836358B25451
Witness Signature

Digitally signed by Ana M. Villafana
DN: cn=Ana M. Villafana, o=Florida International University, ou=ORED, email=avillafa@fiu.edu, c=US
Date: 2024.04.24 11:45:48 -0400
By: Ana M. Villafana
Ana Villafana, Sr. Director, Award Services

Jacqueline Laboy
Print Witness Name

11200 SW 8th Street (MARC – 430)
Print Witness Address

(AGENCY SEAL)

DocuSigned by:
Mabel Benavides
A8EFC4A5E69041A
Witness Signature

Mabel Benavides
Print Witness Name

11200 SW 8th Street (MARC – 430)
Print Witness Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on APRIL 24, 2024, by Ana Villafana, as Sr. Director, Award Services at Florida International University Office of Research and Economic Development, who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.



Signature: [Handwritten Signature]
Notary Name: Betsy A. Perez
Notary Public - State of Florida

EXHIBIT “A”

SCOPE OF SERVICES

STATEMENT of WORK and DELIVERABLES

OVERVIEW

The Scope of Services, Deliverables and Timeline summarizes the Agency’s approach and methodology for calculating the number of additional affordable/workforce housing units required in Palm Beach County to meet the current supply shortfall, and to meet the demand over the next ten years.

SCOPE OF SERVICES

Task #1: Determine current and 10-year affordable housing demand based on current and projected population, employment and household income. Demand will be expressed in terms of numbers of households in various income groups at 0 – 140% of the County’s Area Median Income (AMI). The household income categories by AMI are as follows:

- Extremely Low Income: 0 – 30%
- Very Low Income: 31 – 50%
- Low Income: 51 – 80%
- Moderate Income: 81 – 121%
- Middle Income: 121 – 140%

Task #2: Provide an annual 1-year estimate of new additions to current and future affordable housing supply required to meet identified demand by tenure (owner/renter) and income groups at 0 – 140% of the County’s area median income (AMI). The household income categories by AMI are as follows:

- Extremely Low Income: 0 – 30%
- Very Low Income: 31 – 50%
- Low Income: 51 – 80%
- Moderate Income: 81 – 121%
- Middle Income: 121 – 140%

Task #3: Identify contributing factors that affect the affordable housing shortfall.

PROJECT APPROACH & METHODOLOGY

Given the current dynamics of the housing market, the Agency will apply the most current real estate analytics to determine both the current and projected housing market conditions. Data sources will include the Florida Association of Realtors – Palm Beach County, CoStar, Reinhold P. Wolff Economic Research, Inc., apartments.com, and other public and proprietary resources.

