Agenda Item #: 31-2

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

Meeting Date:	November 19, 2013	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Department of Economic	Sustainability	

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** an Agreement with Housing Leadership Council of Palm Beach County, Inc. (HLC) in the amount of \$15,000 in State Housing Initiative Partnership (SHIP) funds for a housing study.

Summary: Approval of this Agreement provides one-third of the amount needed for a countywide housing study. The Study, costing a total of \$45,000, will be undertaken by Carras Community Investment, Inc., who was selected through a Request for Proposals process undertaken by HLC. The County, HLC and the Realtors Association of the Palm Beaches, Inc., collaborated in establishing the scope of the study and will each fund one-third of the cost. The last countywide housing study was prepared in 2006. The proposed Study will include an inventory and analysis of the County's housing, a housing needs assessment, identification of homeownership and rental impediments and a housing financing needs statement. The results and findings of the housing study will be used by the Department of Economic Sustainability (DES) for the preparation of the SHIP Local Housing Assistance Plan and for other affordable housing programs undertaken by DES. These are SHIP grant funds which require no local match. (DES Administration) Countywide (TKF)

Background and Justification: The Palm Beach County Affordable Housing Study and Workforce Housing Study were completed in 2006. These studies provided countywide demographic information; housing affordability criteria; conditions and trends in the market; incidences of cost burden and other housing problems; projections of demand for additional housing for 2006-2010; and housing displacement. The Affordable Housing Study focused on the housing needs of very-low, low, and moderate income households up to 120% Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development and the State of Florida. The Workforce Housing Study focused on the housing needs of the Workforce Housing Program income groups between 60% and 150% AMI. The studies assisted in the preparation of planning documents, the targeting of County-administered housing programs, and the formulation of local housing policies. The studies were funded by the County utilizing a combination of federal Community Development Block Grant and SHIP funds.

#### Attachments:

1. Agreement with Housing Leadership Council of Palm Beach County, Inc.

Recommended By:	Elevand ho. Jours	11/1/201	<b>'</b> 3
•	Department Director /	17	Date
Approved By:	Chann RABy	11/14/13	
• • •	Assistant County Administrato	r ′	Date

#### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures				***************************************	
Operating Costs	\$15,000				
External Revenues					
Program Income	\$15,000				
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-					$\bigg]$
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Is Item Included In Cu	ırrent Budget?	Yes <u>X</u>	No	
Budget Account No.:				
_	_	_		_

Fund  $\underline{1100}$  Dept  $\underline{143}$  Unit  $\underline{7/75}$  Object  $\underline{3401}$  Program Code/Period  $\underline{SH30/Cy/C}$ 

- B. Recommended Sources of Funds/Summary of Fiscal Impact:
- C. Departmental Fiscal Review: Shairette Major, Fiscal Manager I

#### III. REVIEW COMMENTS

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

Sum Newy 11/12/13

OFMB KN OF 11/12

Contract Development and Control

11-13-14 Supression

OFMB KN OF 11/12

OFMB KN OFMB CONTROL

OFMB KN OF 11/12

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B. Legal Sufficiency:

Chief Assistant County Attorney

C. Other Department Review:

Department Director

# AGREEMENT BETWEEN PALM BEACH COUNTY AND HOUSING LEADERSHIP COUNCIL OF PALM BEACH COUNTY, INC.

THIS AGREEMENT, entered into on \_\_\_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter the "County") and HOUSING LEADERSHIP COUNCIL OF PALM BEACH COUNTY, INC., a Florida non-profit corporation, whose Federal I.D. Number is 204416008 (hereinafter the "Agency").

#### ARTICLE 1 - RECITALS

WHEREAS, the County secured State Housing Initiatives Partnership (SHIP) Program funding from the State of Florida; and

WHEREAS, the County wishes to use \$15,000 in SHIP funds towards the cost of a housing study to be used for the benefit of its SHIP Program and other housing programs undertaken by the County; and

WHEREAS, the County, the Agency and the Realtors Association of the Palm Beaches, Inc., have collaborated in establishing the scope of a housing study and wish to equally fund the cost of such study for their mutual benefit; and

WHEREAS, the Agency upon having solicited the services of a consultant to prepare the housing study wishes to award a consultant contract in the amount of \$45,000 for the preparation of the housing study; and

WHEREAS, the Agency has requested the County's financial contribution to the cost of the consultant contract; and

WHEREAS, the County has agreed to fund \$15,000 towards the cost of the consultant contract to prepare the housing study whose scope is more fully delineated in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and the Agency agree as follows:

### ARTICLE 2 - SERVICES TO BE PROVIDED BY AGENCY

The Agency shall enter into a consultant contract with Carras Community Investment, Inc. (Consultant), for the preparation of a housing study as set forth in Exhibit A attached hereto, and shall provide all services, reports and materials as also set forth therein.

### **ARTICLE 3 - SCHEDULE OF SERVICES**

The Effective Date of this Agreement shall be the date of execution of this Agreement, and the Agency shall commence the services under this Agreement as of its Effective Date. The services of the Agency shall be undertaken and completed in light of the purposes of this Agreement by September 30, 2014.

### ARTICLE 4 - PAYMENTS TO AGENCY

- A. Payment Amount: The total amount to be paid by the County under this Agreement for all services, reports and materials provided by the Agency shall not exceed **Fifteen Thousand Dollars (\$15,000.00)**. The Agency shall bill the County upon the completion of each Deliverable described in Exhibit B attached hereto and at the rate set forth therein.
- B. Method of Payment: All payments made by the County under this Agreement shall be reimbursements to the Agency upon the Agency's submission to DES of proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Agency may furnish copies if deemed acceptable by DES. The Agency shall not request reimbursement for payments made by the Agency before the Effective Date of this Agreement.

C. <u>Invoices:</u> Each invoice received from the Agency shall be accompanied by a letter from the Agency, provided on the Agency's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES.

#### ARTICLE 5 - PERSONNEL

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

### ARTICLE 6 - DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency or the Consultant for the purpose of this Agreement shall be made available to the County by the Agency at any time upon request by the County. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to the County if requested. In any event the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

#### **ARTICLE 7 - INSURANCE**

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

- A. <u>Commercial General Liability:</u> Agency shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Agency shall provide this coverage on a primary basis.
- B. Worker's Compensation Insurance & Employers Liability: Agency shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440, if and to the extent required by said Statute. Agency shall provide this coverage on a primary basis.
- C. Additional Insured: Agency shall endorse the County as an Additional Insured with a CG 2026 Additional Insured Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Agency shall provide the Additional Insured endorsements coverage on a primary basis.

- D. Waiver of Subrogation: Agency hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 to the policy, then Agency shall agree to 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, which specifically prohibits such an endorsement, or which voids coverage should Agency enter into such an agreement on a pre-loss basis.
- E. <u>Certificate(s) of Insurance:</u> Prior to execution of this Agreement, Agency shall deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect. In addition, the Agency agrees to notify the County of any cancellation, material change, or non-renewal of coverage taking place during the term of this Agreement. The certificate of insurance shall be delivered to:

Edward W. Lowery, Director Department of Economic Sustainability Palm Beach County 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406

- F. <u>Umbrella or Excess Liability:</u> If necessary, Agency may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. Right to Review: 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, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

### ARTICLE 8 - ACCESS TO RECORDS

At any time during normal business hours and as often as the County or the State of Florida may deem necessary, there shall be made available by the Agency to the County or the State of Florida for examination all its records with respect to all matters covered by this Agreement.

### ARTICLE 9 - 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 Agency. The Agency shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Agency authorized to use the County's Tax Exemption Number in securing such materials.

The Agency 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 10 - REGULATIONS**

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

#### **ARTICLE 11 - CONFLICT OF INTEREST**

The Agency 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, and the Palm Beach County Code of Ethics. The Agency further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Agency shall promptly notify the County's representative, 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 Agency's judgment 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 Agency 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 Agency. The County agrees to notify the Agency of its opinion by certified mail within thirty (30) days of receipt of notification by the Agency. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Agency, the County shall so state in the notification and the Agency 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 Agency under the terms of this Agreement.

### ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Agency 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 Agency's sole direction, supervision, and control. The Agency shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Agency'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 Agency does not have the power or authority to bind the County in any promise, agreement or representation.

### <u> ARTICLE 13 - CONTINGENT FEES</u>

The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency 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 Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

### **ARTICLE 14 - NONDISCRIMINATION**

The Agency agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

#### **ARTICLE 15 - TERMINATION**

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Agency with funds under this Agreement shall be returned to the County. 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 for set-off purposes until such time as the exact amount of damages due to the County from the Agency is determined.

- A. <u>Termination For Cause:</u> 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, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.
- B. <u>Termination For Convenience:</u> 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 termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

### **ARTICLE 16 - INDEMNIFICATION**

The Agency agrees to protect, defend, reimburse, indemnify and hold the County, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from the County which arise out of this Agreement. The Agency recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support of this clause in accordance with the laws of the State of Florida. This paragraph shall survive the termination of the Agreement.

### **ARTICLE 17 - SUCCESSORS AND ASSIGNS**

The County and the Agency 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 Agency shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Agency.

#### **ARTICLE 18 - REMEDIES**

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 Palm Beach County. 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.

#### **ARTICLE 19 - 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 20 - 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 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

### ARTICLE 21 - 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.

### **ARTICLE 22 - 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, and its wholly owned subsidiaries, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with 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 23 - MODIFICATIONS OF WORK**

The County reserves the right to make changes to the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Agency of the County's notification of a contemplated change, the Agency 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 Agency's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Agency 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 Amendment to this Agreement and the Agency shall not commence work on any such change until such written Amendment is signed by the Agency and approved and executed on behalf of the County.

### ARTICLE 24 - PERFORMANCE TIME AND LIABILITY

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

### ARTICLE 25 - EXCUSABLE DELAYS

The Agency 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 Agency or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Agency's request, the County shall consider the facts and extent of any failure to perform the work and, if the Agency's failure to perform was without it or its subcontractors 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 26 - WAIVER**

If the County shall waive any provisions of the Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the County shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

#### **ARTICLE 27 - HEADINGS**

The headings of the sections, paragraphs, divisions, subdivisions, part and subparts of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

### ARTICLE 28 - NUMBER AND GENDER

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

#### **ARTICLE 29 - NOTICES**

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:

Edward W. Lowery, Director Department of Economic Sustainability 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406

With copy to:

Palm Beach County Attorney's Office 301 North Olive Ave. West Palm Beach, FL 33401

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

Suzanne Cabrera, Chief Executive Officer Housing Leadership Council of Palm Beach County, Inc. 2101 Vista Parkway, Suite 258 West Palm Beach, FL 33411

Such addresses may be changed by any party by written notice to the other party.

### ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Agency 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.

THIS SPACE INTENTIONALLY LEFT BLANK

ARTICLE 31 - COUNTERPARTS

This Agreement, consisting of ten (10) enumerated pages which include the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

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

(AGENCY SEAL BELOW)	HOUSING LEADERSHIP COUNCIL OF PALM BEACH COUNTY, INC.  By: Suzanne Cabrera, President & CEO
(COUNTY SEAL BELOW)	PALM BEACH County, FLORIDA, a Political Subdivision of the State of Florida
	BOARD OF County COMMISSIONERS
ATTEST: Sharon R. Bock, Clerk & Comptroller	By: Mayor
By: Deputy Clerk	Document No.:
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Department of Economic Sustainability
By: Tammy K. Fields Chief Assistant County Attorney	By: Sherry Howard, Deputy Director

#### EXHIBIT A

#### SCOPE OF WORK

The housing study to be prepared by the Consultant shall address the matters delineated in the following outline:

Objectives for both owner and renter housing (supply/demand):

- Quantify need for households with incomes ranging from 0% to 140%+ of Palm Beach County's median household income to determine:
  - o Need by increments consistent with most Federal Housing programs (e.g., 30%, 50%, 80%, 100%, 120%, 130%, 140% and 140+) by household size
  - o Presented by whether need is for new, conversion, rental subsidized by single versus multi-family type, factoring in:
    - Foreclosures and trends associated therewith
    - Shadow inventory
    - Boomerang homebuyers
    - Demographic, economic, housing & social characteristics data
    - Housing stock including condition, occupancy/vacancy, overcrowding, etc.
    - Affordability periods due to expire for subsidized multifamily developments
    - Affordability gaps related to household cost burden
- Identify priority areas within the County based on identified need
- Identify impediments to home ownership (e.g., regulatory, credit, etc.)
  - Address and estimate the impact and extent of impediments

#### EXHIBIT B

### SCHEDULE OF PAYMENTS

Reimbursement to the Agency under this Agreement shall be according to the following schedule:

DELIVERABLE	PAYMENT AMOUNT
Deliverable #1: Reimbursement for Deliverable #1 shall be made upon the County's receipt of a draft (in hard copy or electronic form) of the full study.	\$7,500.00
Deliverable #2: Reimbursement for Deliverable #2 shall be made upon the County's receipt of the final study as follows: - Four (4) hard copies of the final study One (1) electronic copy of the final study on a flash-drive.	\$7,500.00
TOTAL:	\$15,000.00



Founding Members

Business Development Board

Chamber of Commerce of the Palm Beaches

Economic Council of Palm Beach County, Inc.

Greater Boca Raton Chamber of Commerce

Greater Delray Beach Chamber of Commerce

Northern Palm Beach County Chamber of Commerce

Palms West Chamber of Commerce

Workforce Alliance

Supporting Member

Fannie Mae

Freddie Mac

#### Mission

The Housing Leadership
Council of Palm Beach
County, Inc. is an actionoriented coalition of business,
civic and community leaders
working to identify strategic
solutions and funding options
to the workforce housing
shortage in Palm Beach
County. Its primary goal is to
increase the availability of
attainable housing throughout
Palm Beach County for
workers at all income levels.

November 8, 2013

The Housing Leadership Council of Palm Beach County, Inc is an active corporation in the State of Florida, but we do not have a company seal.

Sincerely,

Suzanne P. Cabrera