



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

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	14,000	5,000	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>14,000</b>	<b>5,000</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in FY2018 Budget? Yes  No \_\_\_\_\_

Budget Account No.: Fund 0001 Agency 600 Org. 6207 Object 3401

Reporting Category

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** Initial study shall be completed in FY2018. Update to study to be completed in FY2019. Fiscal impact will reduce the budgeted amount allocated and any unused funds will remain in fund.

C. Departmental Fiscal Review: Pat DiGiovanna

**III. REVIEW COMMENTS**

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

[Signature]  
OFMB ST 9/16

[Signature] 9/22/17  
Contract Development and Control  
9/22/17

B. Legal Sufficiency:  
[Signature] 9/25/17  
Assistant County Attorney

C. Other Department Review:  
\_\_\_\_\_  
Department Director

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

University of Florida BEBR Contract

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the day 23 of May, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-6002052

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional / consultation services in the area of small-area population estimates and projections, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liasion during the performance of this Contract shall be Patricia Behn, Deputy Planning Director, Planning, Zoning & Building Department, telephone no. 561-233-5332.

The CONSULTANT'S representative/liasion during the performance of this Contract shall be Richard Doty, GIS Coordinator & Research Demographer, telephone no. 352-392-0171 ext. 210.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on August 1, 2017 and complete all services by October 31, 2017.

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

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Nineteen Thousand Dollars (\$19,000). The CONSULTANT shall bill the COUNTY upon the successful completion of all tasks outlined in the Scope of Work.
- B. Invoice received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoice 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. All "Out-of-pocket" expenses incurred by the CONSULTANT are included in the fixed price and are not separately reimbursable under this contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT 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 Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant 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 – FORCE MAJEURE**

Neither party shall be liable for the failure to perform its obligations under this Contract if such failure arises out of circumstances beyond a party's reasonable control, including but not limited to strikes, labor or civil unrest or disturbances, lock outs, riots, wars, fires, floods, hurricanes, tornadoes, or other severe weather disturbances or natural disasters. As soon as circumstances permit and such party is reasonably able to do so, the party invoking this clause shall notify the other party in writing concerning its inability to perform and shall make every reasonable effort to fulfill its obligations under this Agreement. Such delay or inability to perform shall not constitute a breach of this Agreement.

#### **ARTICLE 6 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT 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 7 - PERSONNEL**

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

All of the services required herein under shall be performed by the CONSULTANT 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 CONSULTANT'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 can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

**ARTICLE 8 - SUBCONTRACTING**

**Subcontracting is not authorized under this Contract. This Contract is not assignable by either party.**

**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 CONSULTANT. The CONSULTANT is tax exempt under Federal Tax Identification #59-6002052. The CONSULTANT will not use the COUNTY'S Tax Exemption Number in securing materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

**ARTICLE 10 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County

Commissioners.

**ARTICLE 11 - INSURANCE**

- A. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, CONSULTANT acknowledges that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Florida Legislature.
- B. CONSULTANT agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Ch. 440, F.S.
- C. When requested, CONSULTANT shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.
- D. Compliance with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this Contract.

**ARTICLE 12 - LIABILITY**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT 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 Contract. CONSULTANT shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the COUNTY.

**ARTICLE 14 - REMEDIES**

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

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

**ARTICLE 15 - CONFLICT OF INTEREST**

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

**ARTICLE 16 - EXCUSABLE DELAYS**

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract 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 17 - ARREARS**

The CONSULTANT 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 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**



The CONSULTANT 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 Contract.

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 CONSULTANT 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 created, or purchased, under and within the scope of this Contract 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.

“Intellectual Property” means discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of the Project.

“Background Intellectual Property” means any Intellectual Property owned or controlled by a Party as of the Effective Date or conceived outside of the research conducted under this Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

CONSULTANT owns Intellectual Property that is conceived or made by employees of CONSULTANT. COUNTY owns all Intellectual Property that is conceived or made by employees of COUNTY. CONSULTANT and COUNTY jointly own Intellectual Property that is conceived or made by employees of CONSULTANT and 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 Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, 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, Sections 2-421 -2-440, as amended.

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 20 - CONTINGENT FEES**

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

**ARTICLE 21 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. 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 CONSULTANT'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 CONSULTANT, 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 22 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that 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 and expression, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**ARTICLE 23 - AUTHORITY TO PRACTICE**

The CONSULTANT 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 24 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 26 - 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 CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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 a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

**ARTICLE 27 - NOTICE**

All notices required in this Contract 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:

Patricia Behn, Deputy Planning Director  
2300 North Jog Road, 2nd Floor

West Palm Beach, FL 33411

With copy to:

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

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

Rich Doty, GIS Coordinator & Research Demographer  
Bureau of Economic and Business Research, University of Florida  
Ayers Technology Plaza  
720 SW 2nd Ave St 150  
PO Box 117148  
Gainesville, Florida 32611

With copy to:

Brian Prindle, Associate Director  
Division of Sponsored Programs, University of Florida  
207 Grinter Hall  
Gainesville, FL 32611-5500  
(352) 392-3516  
[ufawards@ufl.edu](mailto:ufawards@ufl.edu)

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract 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 Contract 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 29 - CRIMINAL HISTORY RECORDS CHECK**

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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 31 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors 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 on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, 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 CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

**ARTICLE 32 – GOVERNING LAW**

The validity and interpretation of this Agreement and the legal relations of the parties to it will be governed by the laws of the State of Florida applicable to the agreements entered into, and to be fully performed, in the State of Florida.

**ARTICLE 33 - PUBLIC RECORDS**

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

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- 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 Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract,

if the Consultant does not transfer the records to the public agency.

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

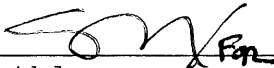
Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

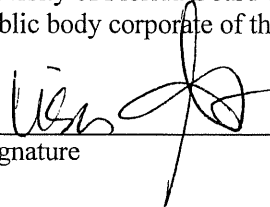
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY, FLORIDA FOR ITS BOARD OF COUNTY COMMISSIONERS:**

BY: KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
\_\_\_\_\_  
Kathleen M. Scarlett, Director  
CONSULTANT:

University of Florida Board of Trustees,  
a public body corporate of the State of Florida

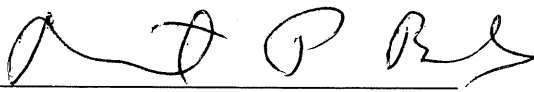
 5-23-2017  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

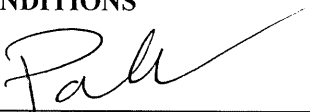
**Lisa C. Stroud**  
**Assistant Director**  
**University of Florida**

\_\_\_\_\_  
Title

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By   
\_\_\_\_\_  
Robert P. Banks, Chief Land Use  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By   
\_\_\_\_\_  
Patrick Rutter, Executive Director  
Planning, Zoning & Building

**SCOPE OF WORK**  
**University of Florida Bureau of Economic and Business Research Proposal to Palm Beach**  
**County**  
**To Develop Small-Area Population Estimates and Projections**

**BACKGROUND**

The University of Florida's Bureau of Economic and Business Research (BEBR) produces the official population estimates and projections for the State of Florida, and also develops small-area population estimates and projections for local governments, water management and utilities. Because Palm Beach County (COUNTY) requires regularly updated small-area population estimates and projections, BEBR is submitting this proposal to the county to develop updated, defensible, and updateable small-area population estimates and projections for the county.

This proposed project is to develop small-area estimates and projections of housing units and permanent population, which is consistent with the estimates and projections made by BEBR and the U.S. Census Bureau. These will be generated using a GIS-based model which spatially distributes BEBR's county level estimates and county level population forecasts to the property parcel level, allowing the estimates and projections to be summarized by any geographic units. BEBR will use the latest available data, including countywide parcels, land use, future land use, large planned developments, road networks (including proposed roads), public lands, census data, traffic analysis zone (TAZ) boundaries, and BEBR estimates and projections. The model and its results will be documented and defensible in a court of law.

**SCOPE OF WORK**

This scope provides for the development of a new small-area population estimation and projection model for Palm Beach County. This model will be used by BEBR to estimate current (2016) population and project population for 2020 through 2045 in five-year increments. Project deliverables will include GIS data (Esri File Geodatabase or Shapefile) of results disaggregated to the parcel level, spreadsheet summaries by TAZ, and technical documentation. The proposed tasks are presented below.

**1. Population Estimation and Projection Model Development**

Gather, standardize, combine, and process all the necessary data model inputs for all jurisdictions within Palm Beach County.

**1.1. Develop County Build-out Submodel with Current and Historical Population Estimates**  
COUNTY will:

- 1.1.1. Create File Geodatabase (or Shapefile) of countywide parcels with current residential units and maximum residential units at build-out. This will be accomplished using a combination of parcel data, future land use data, development data, wetlands, public land ownership, and data on condominiums and mobile home parks.
- 1.1.2. Apply 2010 TAZ-level census metrics for occupancy (which excludes seasonal residents), household size, and group quarters population using data from the 2010



decennial census to develop current (2016) estimates of permanent population and housing units.

- 1.1.3. Develop historical residential unit estimates by TAZ for 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015 using the year built info from the Property Appraiser Data Base. These estimates will be used for BEBR's historical growth trend calculations.

BEBR will:

- 1.1.4. Apply trends from the American Community Survey (ACS) to adjust household size and occupancy.
- 1.1.5. Calibrate the resulting current population to BEBR's April 1, 2016 estimates, or to extrapolated estimates that coincide with the release date of the parcel data. Make any necessary adjustments to historical estimates to correspond to those made to the 2016 estimates.
- 1.1.6. Quality assure final File Geodatabase (or Shapefile) of countywide parcel-level estimates of historic, current and build-out permanent population and housing units.

*Note that it is anticipated that this layer will be maintained by COUNTY to enable quick and inexpensive future projection updates.*

### **1.2. Develop Historical Growth Rates**

Develop TAZ growth trend calculations using historical estimates in the County Build-out Submodel. Similar to its county projection methods, BEBR will apply common techniques for growth trend calculations over multiple historical periods, exclude some of the highest and lowest values, and average the remaining calculations. COUNTY will have input regarding these calculations, as COUNTY staff may have insight into the appropriateness of certain techniques over certain time periods.

### **1.3. Develop County Growth Driver Submodel**

Spatial drivers to residential growth are used as independent variables in a multivariate logistic regression for Palm Beach County. We will apply these values to create a probability for the development of undeveloped parcels or redevelopment of underdeveloped ones. These are used. The drivers used include:

- 1.3.1. Florida Department of Transportation roads and proposed roads identified in the future plans of the Metropolitan Planning Organizations (MPOs) and Transportation Planning Organizations (TPOs)
- 1.3.2. Selected commercial property drivers using property appraiser data
- 1.3.3. Residential property drivers using property appraiser data
- 1.3.4. Large development drivers using updated large development boundaries
- 1.3.5. Surface water drivers using land cover data

### **1.4. Develop Small-area Population Projections**

- 1.4.1. Assign growth driver data from County Growth Driver Submodel to County Build-out Submodel.
- 1.4.2. Calculate 2020, 2025, 2030, 2035, 2040 and 2045 projections of permanent population and housing units by TAZ consistent with BEBR's latest available "medium" population forecast. These projections will be based on the TAZ growth trends with checks against build-out at the TAZ level.

1.4.3. Summarize population and housing unit projections by TAZ.

**1.5. Deliverables**

- 1.5.1. Geodatabase: The historical population and housing unit estimates and projections will be provided in GIS format (file geodatabase) at the property parcel level.
- 1.5.2. Spreadsheet: Parcel-level results will be summarized by TAZ and exported to Excel format.
- 1.5.3. Project Documentation: A technical report will be prepared in PDF format to present the data, methods and results.

**PROJECT SCHEDULE**

BEBR will perform this work six (6) weeks after the notice to proceed, assuming BEBR receives the COUNTY's Build-out Submodel data in Week 1 of the project. Delays in providing this data will result in subsequent extensions of time to BEBR to perform the services under this agreement.

**PROJECT BUDGET**

The total budget for this scope is \$19,000. This includes University of Florida overhead. *Note that depending on the amount of data updates, future model runs would be about a third of this cost.*

**BEBR PROJECT MANAGER**

Mr. Doty will serve as project manager. He has 25 years of experience with developing GIS-based small-area population estimation and projection models. He serves as an expert witness in the areas of population forecasting and GIS. His contact information is below.

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