

PROFESSIONAL SERVICES AGREEMENT
(Housing Emergency Study and Policy Response Analysis)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Florida Atlantic University Board of Trustees**, a public body corporate of the State of Florida with an address of 777 Glades Road, Boca Raton, FL 33431 (“Consultant”).

RECITALS

WHEREAS, the City issued Request for Proposal # 23-200 for Housing Emergency Study and Rent Control Ordinance Analysis (“RFP”) which is incorporated herein as if set forth in full; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP (“Proposal”), and said Proposal is hereby incorporated into this Agreement as if set forth in full herein; and,

WHEREAS, subsequent to the City’s receipt of the Proposal, the Legislature adopted Senate Bill 102, also known as the “Live Local Act,” which, effective July 1, 2023, prohibits local rent control ordinances (“Act”); and,

WHEREAS, during the parties’ negotiation of the terms and conditions of this Agreement and based upon the adoption of the Act, the Consultant submitted a revised scope of services and methodology which removed the rent control ordinance analysis and included additional services related to the Act and policy recommendations regarding short-term vacation rentals and accessory dwelling units (“Revised Scope”); and

WHEREAS, the Consultant is willing to provide experienced and qualified personnel to complete the Revised Scope in accordance with this Agreement, the RFP, and the Proposal (as amended by the Revised Scope); and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City; and,

WHEREAS, the City finds entering this Agreement with the Consultant serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide consulting services to assist the City with developing a housing emergency study (Part 1) and policy response analysis (Part 2) in accordance with this Agreement, the Revised Scope (attached hereto as **Exhibit A** and incorporated herein), the Proposal (as amended by the Revised Scope) and the RFP. The City reserves the right to reduce or otherwise amend the scope of services upon providing at least thirty (30) days written notice to Consultant in advance of the scheduled time for the work to commence unless otherwise agreed to by the parties.

The Consultant’s approach in developing the study shall address the following questions and approach:

Question 1: Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature? Consultant shall collect the data for housing costs relative to historical norms; relationship between housing costs and residents' economic means; incidence and level of cost-burden; incidence of eviction and payment delinquency; ability of support agencies to satisfy demand for housing services; incidence of substandard and/or dangerous housing and public perception of emergency.

Question 2: What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents? Consultant shall collect the data on effects on residents' economic vitality and overall well-being; effects on neighborhood stability (displacement, gentrification, loss of community character); effects on community stability (labor shortages, school performance, public safety); incidence of detrimental housing outcomes (overcrowding, eviction, homelessness); incidence of exploitative and abusive landlord practices (illegal eviction, extraneous fees, price gouging, extortion).

Question 3: What are the underlying causes of housing unaffordability and distress in the City of Lake Worth Beach? Consultants shall analyze: population growth; real estate speculation; short-term vacation rentals; seasonal migration; growth management policies and land development regulations; county-level economic development and housing policy, rising insurance rates and macro-level factors (federal housing policy, supply chains, interest rates, etc.). Based on the findings, Consultant shall provide recommendations on policies related to short-term vacation rentals and accessory dwelling units.

Question 4: What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents? Consultant shall analyze policy options and recommendations; anticipated impacts of policies and timelines for relief; sequencing suggestions and recommended resources for affordable housing development and preservation.

Question 5: Consultant will analyze how bills drafted during the 2023 Florida Legislative Session will impact local housing conditions, develop recommendations for how the City can secure and utilize newly created resources for affordable housing development, and provide guidance on how the City can implement and comply with new state-level housing policies.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent consultant, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) **Term.** The term of this Agreement shall commence upon the approval of this Agreement and shall be for the term necessary to complete all services as set forth in the Agreement and per agreed milestones unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule milestones set forth below, subject to delays of force majeure and any delays in responses required to be provided by City:

Milestone 1 Consultant will provide provisional answers to Question #1 and Question #3 by September 4, 2023. Consultant's first report will provide guidance on the questions raised about the effects of short-term

vacation rentals on housing costs and the anticipated impacts of implementing an Accessory Dwelling Unit (“ADU”) program on housing affordability. This report will include the partial results to their questions about housing quality.

Milestone 2 Consultant will provide provisional answers to Question #5 by November 20, 2023.

Milestone 3 Consultant will submit its final report, which will contain answers to Question #2 and Question #4, by March 1, 2024. The final report will also update information that has changed since the submission of the original reports and, if necessary, modify previous recommendations and conclusions.

The Consultant shall be available to consult with the City Manager, Commissioners and City staff about housing-related issues on an as-needed basis throughout the study period.

(c) Force Majeure. Neither party hereto shall be liable for its failure or delay to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant’s request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant’s failure to perform was without its or its subconsultants’ fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City’s rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. The City may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination. The Consultant shall be paid for services provided and documented through the date of termination. Upon early termination of this Agreement, the City shall pay all costs accrued by the Consultant as of the date of termination including non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. If applicable, transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and the Exhibit hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination and all non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

SECTION 5: COMPENSATION.

(a) Payments. The City agrees to compensate the Consultant for the services hereunder in accordance with the rate schedule set forth in **Exhibit "B"**; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed **Fifty-Seven Thousand Thirty-Four Dollars and 18/100 (\$57,034.18)**. Since additional services for utilizing interpreters under this project may be necessary to complete the scope of work identified in Exhibit A, the City Manager or designee may authorize an additional **contingency amount of no more than Six Thousand Five Hundred Fifty Dollars (\$6,550.00)** to complete the scope. The contingency amount may be added to the Agreement through a written amendment signed by the parties before the CITY is responsible or liable for payment of any sums from the contingency amount to the Consultant. The City Manager or designee may sign such amendment on behalf of the City Commission. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement.

(b) Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: NEGLIGENCE. The Consultant is a state agency and agrees to be responsible for its own negligence. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City or the Consultant beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE WITH LAW. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant 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 City. All of the services required hereunder shall be

performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. The Consultant certifies that it holds general liability, automobile liability and worker's compensation insurance through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Insurance. The limits of general liability and automobile liability are \$200,000 per person and \$300,000 per occurrence. The Consultant also certifies that it holds worker's compensation insurance as required by Florida law.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all 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 or 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.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit with reasonable advance notice and during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs, as defined in Section 35.

SECTION 16: 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, or sexual orientation.

SECTION 17: 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 provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: 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, to 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.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list within the 36 months immediately preceding the date hereof and will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, email, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

Administrative

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460
cdavis@LakeWorthBeachfl.gov

Legal

Glen J. Torcivia, City Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
glen@torcivialaw.com

and if sent to the Consultant, shall be sent to:

Administrative

Florida Atlantic University
Attn. Evelyn Hall, Award Administrator, Office of Sponsored Programs
777 Glades Road, Building 104, Third Floor
Boca Raton, FL 33431
Email: ehall@fau.edu

Financial

Florida Atlantic University
Attn. Heather Saunders, Executive Director, Research Accounting
777 Glades Road, Building 104, Third Floor
Boca Raton, FL 33431
heather@fau.edu

Technical

Florida Atlantic University
Attn. Dr. Philip Lewin

777 Glades Road, CU 260
Boca Raton, FL 33431
lewinp@fau.edu

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant 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.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event either party fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and either party may at its option provide notice to the other to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date set forth above.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, Exhibit A (Revised Scope), the Proposal (as amended by the Revised Scope) and the RFP. The parties agree to be bound by all the terms and conditions set forth in the aforementioned

documents. To the extent that there exists a conflict between the terms and conditions of these documents, the order of precedence shall be as follows: (1) Agreement; (2) Exhibit A; (3) Proposal; and (4) RFP. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit “A” to the City shall be the property of the Consultant. The City is hereby granted a non-exclusive license to copy, distribute and use the same for its business purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: PUBLICATION. Consultant will be free to present or publish the results of the Project including but not limited to, publication in scholarly journals, academic and other conference presentations, and disclosures in grant and funding applications, after providing the City with a thirty (30) day period in which to review each presentation or publication to identify patentable subject matter, and to identify any inadvertent disclosure of Confidential Information (hereinafter defined). If necessary, to permit the preparation and filing of U.S. patent applications, the City may agree to an additional review period not to exceed sixty (60) days. Any extension will require written agreement between the City and the Consultant.

Nothing in this section shall entitle the Consultant to disclose to others or publish any information disclosed to the Consultant by the City which is Confidential Information without the prior written approval of the City.

The Consultant will provide appropriate acknowledgement of City’s support for the Project.

SECTION 33: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 34: PUBLIC RECORDS. The Parties shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City’s custodian of public records or designee, provide the City 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, Florida Statutes, 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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the City requests that Consultant transfer all public records to the City upon completion of the Agreement, the Consultant may maintain one duplicate copy of all such public records. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City,

upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

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 AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 35: CONFIDENTIAL AND PROPRIETARY INFORMATION.

"Confidential Information" is non-public information which is marked or identified in accordance with this section and owned or controlled by one party ("Disclosing Party") and disclosed to the other ("Receiving Party") in connection with this Agreement. The parties may share Confidential Information with each other pursuant to this Agreement and/or in connection with the Project. Confidential Information shall be clearly marked by the Disclosing Party as "Confidential Information" and furnished in writing or, if orally disclosed, reduced to writing within thirty (30) days of disclosure by the Disclosing Party. Confidential Information shall remain confidential for a period of three (3) years from the termination or expiration of the Agreement. Confidential Information shall not be used or disclosed to others by the Receiving Party except in furtherance of this Agreement. The foregoing obligations of non-use and non-disclosure shall not apply to:

- a. information which after disclosure is published or otherwise becomes part of the public domain through no fault of the Receiving Party;
- b. information which was in the possession of the Receiving Party at the time of disclosure, and was not acquired from the Disclosing Party under an obligation of confidentiality;
- c. information for which Disclosing Party provides written permission to disclose; or
- d. information the Receiving Party must disclose by court order or by law, the Florida public records law.

The Receiving Party shall endeavor to provide the Disclosing Party with notice prior to disclosure pursuant to Section 35.d. when possible, so that Disclosing Party may intervene to protect the confidentiality of the information.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES.

(a) The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

(e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

SECTION 38: E-VERIFY.

The Consultant represents it is a public employer under Section 448.095, Florida Statutes, and agrees to comply with the requirements applicable to public employers thereunder. The Consultant represents it is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees. The Consultant will require its contractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees and to perform the other obligations of contractors under Section 448.095, Florida Statutes.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **Florida Atlantic University Board of Trustees**

[Corporate Seal]

By: Miriam Campo
Miriam Campo
Assistant Vice President for Research

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this 24th day of May 2023, by Miriam Campo, as the
Authorizing Official Florida Atlantic University Board of Trustees, a public body corporate of
the State of Florida, who is personally known to me or who has produced
as identification, and who did take an oath that he or she is duly authorized to execute the foregoing
instrument and bind the Consultant to the same.

Avis P. Cochran
Notary Public Signature
Avis P. Cochran

Notary Seal:

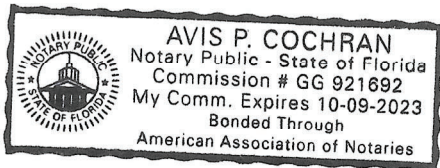


Exhibit A

Lake Worth Beach Emergency Housing Study and Policy Response Analysis

Philip Lewin, Ph.D.
Department of Sociology
Florida Atlantic University

Yanmei Li, Ph.D.
Department of Urban and Regional Planning
Florida Atlantic University

Carter Koppelman, Ph.D.
Department of Sociology
Florida Atlantic University

Scope of Services

When carrying out this study, our team will address the following research questions:

- (1) **Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature?** To address this question, we will collect data that allows us to analyze current housing costs relative to historical norms; the relationship between housing costs and residents' economic means; the incidence and level of cost-burden across the city; the incidence of eviction and payment delinquency across the city; the ability of support agencies to satisfy demand for housing services within the city; the incidence of substandard and/or dangerous housing in the city; and whether public perception of an emergency exists.
- (2) **What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents?** To address this question, we will collect data that allows us to analyze how housing costs have affected residents' economic vitality and overall well-being; neighborhood stability (displacement, gentrification, loss of community character); community stability (labor shortages, school performance, public safety); the incidence of detrimental housing outcomes (overcrowding, eviction, homelessness); and the incidence of exploitative and abusive landlord practices (illegal eviction, extraneous fees, price gouging, extortion).
- (3) **What are the underlying causes of housing unaffordability and distress in the City of Lake Worth Beach?** To address this question, we will collect data that allows us to analyze how the following factors have impacted housing costs: population growth; real estate speculation; short-term vacation rentals; seasonal migration; growth management policies and land development regulations; county-level economic development and housing policy; rising insurance rates; and macro-level factors (federal housing policy, supply chains, interest rates, etc.). Based on the findings, we will provide recommendations on policies related to short-term vacation rentals and accessory dwelling units.
- (4) **What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents?** To address this question, we will analyze policy options and recommendations;

anticipated impacts of policies and timelines for relief; sequencing suggestions; and recommended resources for affordable housing development and preservation.

- (5) **How will bills drafted during the 2023 Florida Legislative Session impact local housing conditions?** To address this question, we will develop recommendations for how the City can secure and utilize newly created resources for affordable housing development and provide guidance on how the City can implement and comply with new state-level housing policies.

Methodology for Question #1: Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature?

To address this question, we will analyzing the following factors: how housing market conditions map onto the economic means of local households; how recent increases in housing expenses compare to historical norms; the number of households that face difficulty covering their housing expenses, or that allocate an unsustainable portion of their earnings to housing costs; the number of households that are at risk for eviction; the deleterious effects housing costs have had on household welfare and community stability (e.g., displacements, evictions, homelessness, overcrowding, malaise, social conflict, etc.); the degree to which private enterprise is meeting housing demand; the degree to which local housing agencies and organizations are satisfying demand for services; and the effectivity of existing affordable housing programs.

When carrying out our analysis and making our determination, we anticipate utilizing the following the measurements and procedures:

- (1) **Social and Economic Characteristics:** Drawing from the American Community Survey (ACS), Decennial-Census data, and ArcGIS data, we will generate descriptive statistics about Lake Worth Beach residents' social and economic characteristics and compare them to the profile for Palm Beach County as a whole. When creating our profiles, we anticipate compiling the following information into our report:

- Income distribution
- Occupational distribution
- Incidence and rate of poverty
- Incidence and rate of public assistance usage
- Incidence and rate of homeownership
- Distribution of educational attainment
- Racial and ethnic distribution
- Incidence and distribution of disability status
- Age distribution
- Family and household size distribution
- Commuter profile (i.e., how many residents work in the city; how far they commute on average; and how many people commute into the city)

These data will provide a basic portrait of who lives in Lake Worth Beach, the economic status of typical residents, the housing needs of typical residents, and how their economic characteristics and needs compare to those of the broader county's.

(2) Distribution of Housing Options: Drawing from ACS and Decennial Census data, Florida Housing Data Clearinghouse data, Housing Authority records, and City/County building and public meeting records, we will generate descriptive statistics about the housing options that are available in Lake Worth Beach. We anticipate compiling the following information into our report:

- Distribution of housing units by size (i.e., number of rooms)
- Distribution of single- vs. multi-family units
- Distribution of occupied vs. vacant units
- Distribution of owner-occupied vs. rental units
- Distribution of market-rate, workforce, affordable, and public housing options in the city
- Number of residents receiving Housing Choice Vouchers
- Ratio of market-rate to non-market housing
- Number and type of units that developers have recently built
- Number and type of units that are currently under construction
- Number and type of units that developers are currently planning

Collectively, these data will enable us to determine if there is a housing shortage; how severe the shortage is; the types of units that are lacking or oversupplied; and whether recent and planned production is addressing critical areas of need. It will also allow us to compile a list of the non-market housing options that are available in Lake Worth Beach, report on the populations they serve, and determine if they adequately meet demand.

(3) Housing Quality: Drawing from ACS data, Decennial Census data, American Housing Study (AHS) data, Palm Beach County parcel data, LWB code compliance records, county eviction records,¹ Palm Beach County's 2021 Affordable Housing Assessment, permitting records, interviews with city planners and code enforcement officers, interviews with residents, and field observations, we will assess the quality of the city's housing stock.

We anticipate compiling the following information about housing quality into our report:

- Descriptive statistics regarding the age and physical characteristics of the city's housing stock (estimated with ACS and Decennial Census data)

¹ Landlords often initiate evictions when tenants withhold rent due to poor housing quality and unaddressed maintenance requests. Although not a valid defense unless rents have been deposited into a court ledger, many tenants document the maintenance problems that are present in their units when filing affirmative defenses to eviction complaints.

- The approximate number of abandoned, distressed, and/or uninhabitable units in the city (estimated with ACS data, Census data, code enforcement data, and interview responses)²
- Neighborhoods in which distressed properties and blight are concentrated (estimated via low property values, property characteristics, vacancy rates, code and fire violations, interviews, and field observations)
- The most common maintenance and safety hazards that affect local households (e.g., rodents, insects, mold, leaks, etc.) (estimated via code compliance records, interviews, and field observations)
- Differences in housing quality between owner-occupied and rental housing units (estimated via code compliance records, interviews, and field observations)
- The relationship between rising housing costs and housing quality (estimated via building permits, code compliance records, interviews, eviction records, and field observations)³

Collectively, these data will allow us to estimate the number of residents who are living in housing that is unsafe, inadequate, or undignified; the number of units that would benefit from redevelopment; and whether rising home values and rents have translated into physical improvements to the City's housing stock.

Such data will help us determine whether a housing emergency is present, because diminution of quality is a core indicator of exploitation and inflation; because code non-compliance threatens public health, safety, and welfare; and because condemnations in cases of severe inadequacy lead to displacement.

(4) Current Home Values and Sale Prices relative to Historical Trends: Drawing from recent transaction data from the Palm Beach County Property Appraiser (PAPA), the Zillow Home Value Index (ZHVI), and the FAU Beracha and Johnson Housing Market Ranking, we will generate descriptive statistics about current home ownership market conditions in Lake Worth Beach. We will compare these figures to historical trends to

² When making our assessments, we will draw from the "housing adequacy" standards that the Department of Housing and Urban Development (HUD) has established, which set criteria for "severely inadequate," "moderately inadequately," and "adequate" dwellings.

³ To analyze this relationship, we will draw from a sample of recent PAPA transaction records, code compliance records, building permit records, and Zillow listings to determine whether price appreciation-whether in sales prices or rents-has translated into measurable improvements to overall housing quality (e.g., a reduction in code violations, an accretion in applications for major improvement projects, visible cosmetic improvements based on archived Zillow listings, etc.).

analyze the degree to which they deviate from normative expectations and represent manageable versus excessive appreciation.

We anticipate compiling the following information into our report:

- The median value of all units within the city
- The median and average sale prices for real estate transactions that have occurred during the past three years
- The median and average listing prices for units that are currently for sale
- The rate of appreciation in sales prices in recent years
- The degree to which wages and salaries have kept pace with price appreciation
How recent price increases compare to historical norms
- The prices that would be affordable to residents based on their household size and income level

These data will enable us to estimate how much residents are paying in rent, how much their rents have increased in recent years, whether the increases conform to normal expectations, and whether they are affordable.

(5) Current Rental Prices relative to Historical Trends: Drawing from the Zillow Observed Rent Index (ZORI) and the ACS, we will generate descriptive statistics about current rental market conditions in Lake Worth Beach. We will compare these figures to historical trends to analyze the degree to which they deviate from normative expectations and represent manageable versus excessive appreciation.

We anticipate compiling the following information into our report:

- The average listing price for current rentals
- The median listing price for current rentals
- Median listing prices for current listings by number of bedrooms
- The median rental price for leased units
- The median rental price for leased units by number of bedrooms
- The rate of appreciation in rental prices in recent years
- The degree to which wages and salaries have kept pace with rental appreciation
- How the increases compare to historical norms

These data will enable us to estimate how much residents are paying in rent, how much their rents have increased in recent years, whether the increases conform to normal expectations, and whether they are affordable.

(6) Rental Stress and Affordability Standards: Drawing from the data we collect for the questions listed above, we will estimate the number and ratio of "cost-burdened" and "severely cost-burdened" households in Lake Worth Beach by analyzing the city's median income against its median gross rent (or combined mortgage payment). We will base our

calculations on the benchmarks set by the Department of Housing and Urban Development (HUD), which defines households that spend more than 30 percent of their earnings as cost-burdened, and households that spend more than 50 percent as severely cost-burdened.

Drawing from U.S. Health and Human Services (HHS) data, Bureau of Labor Statistics (BLS) data, American Automobile Association (AAA) data, U.S. Department of Agriculture (USDA) data, financial assessment data collected by Palm Beach County's Securing Our Future Initiative, and Emergency Rental Assistance (ERA) application data, we will also estimate how much money different types of L WB households expend on childcare, food, transportation, healthcare, and miscellaneous costs in a typical month. Using Pearce and Brooks' (2001) *Self-Sufficiency Standard*, we will then calculate affordable rental rates for Lake Worth Beach based on these calculations (by household size).⁴

Collectively, we anticipate compiling the following information into our report:

- Number and percentage of cost-burdened households
- Number and percentage of severely cost-burdened households
- Affordable rental rates in Lake Worth Beach based on household size and income level
- Number and ratio of current market listings that satisfy affordability standards
- Number and ratio of current market listings that qualify for federal housing assistance based on HUD Fair Market Rent

These figures will indicate the rents that Lake Worth Beach households can afford, how many residents are devoting an unsustainable portion of their earnings to housing costs, and whether low-income renters can fully utilize demand-side housing assistance programs such as Section 8 vouchers in the city.

(7) Payment Delinquency and Eviction Risk: Drawing from the HPS, ERA application data, Emergency Utility Assistance (EUA) application data, PBC eviction filings, legal assistance application data from Florida Rural Services and Legal Aid of Palm Beach County, and other sources, we will estimate the number and ratio of households that are currently delinquent on their rent or mortgage; the number of evictions that the CDC's 2020-2021 eviction moratorium, and the county's federally funded emergency assistance

⁴ These grounded calculations of affordability are important, because many housing experts believe that HUD's fair market rent and 30 percent benchmark overestimate the monthly payments that low-income households can afford after covering their other living expenses (Stone 2006; PDR Edge 2017). By calculating them, we will be able to determine the monthly housing costs low-income and very low-income households can practically afford, compare these values to actual market conditions and fair market rent values, and assess whether existing housing conditions are meeting residents' needs.

programs, have prevented; and the number of LWB residents who face imminent risk of eviction in the near future.

In sum, we anticipate compiling the following information into our report:

- Number of residents who required Emergency Rental Assistance
- Number of residents who required Emergency Utility Assistance
- Number of residents who were served with eviction complaints
- Number of residents who received pro-bono legal aid related to eviction
- Number of residents who, in recent times, were delinquent on their rent or mortgage
- Number of residents who believe they are likely to be evicted in the near future

These data will allow us to estimate the number of local households that are at risk for eviction and utility disconnection due to being unable to cover their housing expenses. They will also us to forecast how expiration of the county's ERA program will affect the future incidence of eviction in Lake Worth Beach. These data are important, because they will provide insight into the ramifications of inaction once social supports are removed.

(8) Need and Availability of Housing Support: Drawing from Palm Beach County Housing Authority and Human Services data, we will assess whether government and non-government organizations across the city possess the resources that are needed to assist people facing housing insecurity. To do so, we will compare Housing Choice Voucher (Section 8) applications to approvals, shelter stay requests to approvals, and public/workforce housing applications to approvals. We will also draw from our interviews with housing agency leaders to assess their capacity for assisting vulnerable residents in the future and determine the resources they would need to maximize their effectiveness.

Lastly, we will draw from city and county records to assess the reach of current county and state programs oriented around facilitating ownership among low/moderate-income households-that is to say, whether price limits, financing options, and down payment assistance programs map onto the needs and capacities of low-income residents.

(9) Public Perception of Emergency: Drawing from interviews with commissioners, interviews with community members, commentary on online neighborhood forums, local media stories about housing, and documented instances of housing-related activism (e.g., petitions, rallies), we will assess whether Lake Worth Beach residents subjectively perceive the presence of a housing emergency. These data are important, because collective perception of a crisis can amplify real estate speculation, rent hikes, and displacement. Future price expectations shape behavior and are a core driver of inflation. Therefore, determining whether emergency conditions are present must take public consciousness into account.

After collecting and analyzing these data, we will synthesize our findings into a report. Our report will definitively detail whether the city faces a housing emergency, whether existing housing arrangements meet residents' needs and capacities, and how the city's housing arrangements could be brought into line with residents' needs and capacities.

Methodology for Question #2: What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents?

To answer this question, we anticipate examining the following factors:

- (1) Overcrowding:** Drawing on ACS data, we will analyze the extent of overcrowding in Lake Worth Beach by measuring the incidence and rate of households wherein more than one person lives in the same room. We will supplement these data with interviews to determine if, and how, price adaptations such as "doubling-up" are affecting the well-being of residents.⁵
- (2) Eviction:** Using Palm Beach County court filings, we will tabulate the number of evictions that have occurred in the city over the past three years and estimate the city's eviction rate. When doing so, we will control for the effects of the eviction moratorium and ERA program that were passed in 2020 and 2021. To do this, we will analyze evictions trends by month, denote months in which moratoriums were present, and compare monthly eviction tallies to the number of ERA applications/approvals that were filed during the corresponding period.

We will also analyze the responses that tenants have submitted to eviction notices, conduct interviews with selected tenants who have been evicted or who currently face eviction, and interview attorneys who regularly represent eviction clients in court. These data will provide insight into the reasons landlords are evicting, the circumstances under which evictions are occurring, and the outcomes residents who get evicted face.

The study will benefit from these data for two reasons. First, previous housing studies, such as Orange County's May 2022 Rent Stabilization Analysis (GAI Consultants 2022), have raised doubts about the relationship between prices and eviction due to limited data collection efforts. By analyzing eviction cases, we can factually determine whether price appreciation has led, or is leading, to higher eviction rates across the city. Second, researchers have shown that eviction is not simply a consequence of poverty, but a cause of it that also brings about adverse physical and mental health outcomes (Desmond 2016).

- (3) Homelessness:** Drawing from Palm Beach County Human Services and School District data—including shelter intake records, shelter stay requests, McKinney-Vento Program surveys, and point-in-time counts—we will estimate the number of city residents who are literally homeless; living in a motel, car, shelter, park, or substandard dwelling; or sharing

⁵ This is one of the key measures the Census Bureau employs to estimate this phenomenon.

the housing of others due to financial hardship. We will then analyze how price spikes have affected these figures by examining how recent figures compare to historical trends.

We will supplement this analysis by conducting targeted interviews with leaders from agencies that assist people facing housing insecurity (e.g., Dare to Care, the Burrito Project, Adopt-a-Family, the Lord's Place, Goodwill of Palm Beach County, and PBC Housing Authority). More importantly, we will interview people who are currently living in unconventional situations (e.g., cars, campers, or hotels), overcrowded conditions, and transient situations (i.e., couch-surfing). Together, these quantitative and qualitative data will provide insight into the causes and consequences of housing insecurity in Lake Worth Beach—including whether pricing has increased homelessness and/or damaged social security through other mechanisms.

(4) Displacement and Labor Shortages: By conducting interviews with residents and realtors—and analyzing the content of housing-related stories in local media, housing-related posts in online neighborhood forums, and responses to eviction filings—we will study whether rising housing costs have forced people to leave the city. We will also conduct interviews with local businesses, government agencies, and non-profits to determine if rising housing costs have negatively affected their ability to recruit and retain workers. Finally, we will draw from ACS data, Decennial Census data, and PBC Schools data to determine if rising housing costs have displaced students from local schools and/or pushed low-income households out of Lake Worth Beach neighborhoods.

(5) Gentrification and Neighborhood Change: Drawing from ZORI data, ZHVI data, parcel data, school enrollment and homelessness data, and ACS/ Decennial Census data at the tract and block group levels, we will identify the neighborhoods within the City of Lake Worth Beach where price appreciation has been most concentrated; examine the demographic and socioeconomic changes that price appreciation has caused in them; and chart differences in the absolute number and ratio of owner-occupied to rental housing units in them over time. Thereafter, we will conduct interviews with residents across different City neighborhoods to determine how housing market changes have impacted their feel and character.

We anticipate analyzing neighborhood-level changes over the past three to four years on the following metrics:

- Demographic characteristics (race, family type, and earnings) Household size
- Educational attainment
- Median gross rent
- Median home value

These data will allow us to make inferences about the following questions:

- In what neighborhoods have property values and rents increased most rapidly?

- In what neighborhoods have property values remained stable?
- In what neighborhoods, if any, have property values declined?
- Which neighborhoods have experienced the most change?
- What neighborhoods are at risk for gentrification?
- Are housing conditions driving certain groups—for example, low-income households, minority households, or family households—out of their homes? Are members of such groups disenrolling from local schools and/or exhibiting higher rates of homelessness?

Collectively, these data will allow us to determine if rising housing prices are having a menacing effect on neighborhood stability, neighborhood character, and neighborhood schools.

- (6) Crime:** Drawing on interviews with residents and law enforcement officers, we will examine whether rising housing costs, and the economic distress associated with them, have increased the prevalence of crime within the city.
- (7) Secondary Effects on Health, Safety, and General Welfare:** To examine how changing housing market conditions have affected the health, safety, and welfare of Lake Worth Beach residents, we will interview a diverse cross-section of LWB residents about how their housing costs, living conditions, economic security, and general welfare have changed over the past several years. When selecting respondents, we will place emphasis on the following groups: residents who are cost-burdened, residents who have been displaced and/or rendered homeless, residents who have experienced problems with their landlords, social service/non-profit workers who have assisted individuals facing housing insecurity, and city officials who are actively working on housing issues (e.g., the commissioners, CRA board members, city staff, etc.).

To identify city residents who meet these criteria, we will employ the following recruitment methods:

- a) making contact with local non-profits that provide housing assistance, such as the Guatemalan-Maya Center, Florida Rural Services, Legal Aid Palm Beach County, and Adopt-a-Family
- b) canvassing of low-income rental neighborhoods
- c) utilizing contacts at the PBC Department of Human Services and PBC Housing Authority
- d) contacting local realtors
- e) reviewing public eviction records

- f) reviewing public comments made during LWB commission meetings (many residents have spoken about their hardships, and their names/addresses are available via the meeting recordings)
- g) reviewing signatories to and comments on the city-wide petition calling for declaration of a housing crisis state of emergency
- h) contacting LWB residents who have attended or plan to attend upcoming tenants' rights and tenants' town hall meetings
- i) contacting residents who are attempting to form tenant' unions in response to rent increases and poor living conditions
- j) reviewing social media posts about housing distress in local community groups
- k) utilizing snowball sampling based on the previous sources.

We will also monitor public/private meetings (e.g., commission sessions, neighborhood associations, and housing justice groups) and online neighborhood forums to determine how residents are talking about housing in the community. Our field observations will allow us to verify residents' interview claims and identify forms of exploitation and hardship that residents take for granted due to routinization.

After collecting and analyzing these data, we will write a detailed report documenting the effects rising costs and changing housing conditions have had on Lake Worth Beach residents. The report will discuss the frequency of housing-related problems across the city (e.g., financial distress, emotional distress, inadequacy, gentrification, displacement, overcrowding, extortion, increase of rents without legal process, eviction, loss of permanent shelter, diminution of health, etc.) and document the threats that housing conditions currently or will pose to residents in the future.

Methodology for Question #3: What are the underlying causes of the housing crisis in Lake Worth Beach?

After assessing the secondary impacts that rising housing costs have had on the city, we will examine the causes of the housing crisis—that is to say, the primary factors that are driving rapid price appreciation, blocking access to housing, and undermining housing equity.

Although our analysis will ultimately be inductive, we will give special attention to how the following factors have impacted local housing conditions: (a) population growth, (b) real estate speculation, (c) the diffusion of short-term vacation rentals; (d) seasonal migration; (e) rising insurance rates; (f) local community redevelopment initiatives, growth management policies, and land development regulations; (g) county-level economic development and housing policy; and (h) macroscopic factors such as federal housing policy, supply chain disruptions, and inflation.

When conducting our analysis, we anticipate employing the following procedures:

- (1) **Population growth:** Drawing from ACS and Decennial Census data, we will compare recent rates of population growth to previous rates of growth to determine if they have contributed to rapid price appreciation.
- (2) **Real Estate Speculation, Rental Appreciation, and Disinvestment:** Drawing from PAPA data, Zillow data, code enforcement records, and eviction records, we will analyze the characteristics of recent real estate transactions in Lake Worth Beach, and whether recent investment activities has affected the price, quality, and security of local rental units. We anticipate examining the following specific factors:
 - Who has been purchasing properties in Lake Worth Beach (e.g., large commercial real estate firms, small landlords, individual homebuyers, etc.)
 - What neighborhoods real estate speculation has been concentrated in
 - Whether recently purchased properties are being used for occupancy, rentals, or speculation
 - Whether certain landlord types (e.g., large real estate firms, small LLCs, etc.) are more likely to raise rents, impose extraneous fees, and/or evict
 - Whether certain landlord types are more likely disinvest from their properties and/or violate city codes
 - What groups have been most affected by real estate speculation

Collectively, these data will allow us to determine if speculation has substantially contributed to price appreciation, if it has reduced the quality and safety of rental units, and if it has contributed to social problems such as eviction and homelessness.

- (3) **Short-term vacation rentals:** Drawing from proprietary data sources (e.g., the market research firm AirDNA), we will examine the incidence of short-term vacation rentals in the city, and we will map where they are concentrated in the city. We will compare these data to PAPA and Zillow data to determine if increased short-term vacation rental activity has contributed to cost appreciation. We will also examine where the effects of short-term vacation rentals have been concentrated.
- (4) **Seasonal Migration:** Drawing from ACS data, we will examine trends in seasonal homeownership. Our analysis will estimate the number of seasonal residences in the city and how much seasonal residency has increased over time. We will attempt to identify if high rates of seasonal homeownership increase rents and sales values at the neighborhood level.
- (5) **Rising Insurance Rates:** To gauge the effects of rising insurance rates on rents, we will conduct interviews with a sample of insurance brokers, real estate agents, and landlords. By populating a sample of cases, we will attempt to identify the degree to which landlords pass these costs onto renters. We will also draw from proprietary data sources

(e.g., Policy Genius) to estimate the degree to which home insurances premiums have increased in Lake Worth Beach over the past several years.

- (6) Local development and land use policy:** To gauge how City-level policies have impacted housing conditions, we will review LWB's Strategic Plan, the CRA's Redevelopment Plan, the CRA's Cultural Master Plan, and recent development projects the City has approved, denied, and/or proposed. We will then evaluate the policies by employing the Municipal Scorecard for Affordable Housing Delivery Model (FIU Metropolitan Center 2008) and summarizing their effects on housing conditions (i.e., to what degree do/have they protected tenants and homeowners, preserved existing affordable housing and neighborhoods, and facilitated the development of new affordable housing). We will supplement these data by interviewing members of relevant departments and agencies, including the CRA, commission, and Department of Community Sustainability.
- (7) County-level economic development and housing policy:** To gauge how County-level economic development and housing policy has impacted local housing conditions, we will review the Housing and Future Land Use Elements of Palm Beach County's Comprehensive Plan, the HUD-Consolidated Plan for PBC, Palm Beach County's Consolidated Annual Performance and Evaluation Report, and the recent initiatives of the County's Business Development Board. We will then evaluate the policies by employing the Municipal Scorecard for Affordable Housing Delivery Model and summarizing their effects on local housing conditions (i.e., to what degree do/have they protected tenants and homeowners, preserved existing affordable housing and neighborhoods, and facilitated the development of new affordable housing).
- (8) Macroscopic factors:** Drawing from recently housing policy scholarship, we will summarize the results of recent analyses of how macroscopic economic trends and federal housing policy have impacted housing conditions. Based on our findings, we will make inferences about how these macro-level factors have impacted local housing conditions.

In sum, we will provide a nuanced report on the origins of and contributing factors to the housing crisis and the primary impediments to improvement (including the production and renovation of housing units that serve low- and moderate-income households). While accounting for broader factors—including federal housing policy decisions and funding levels, to interest rates and inflation, to the investment strategies of private equity firms, to population trends, to problems in the insurance market—we will emphasize the role that county- and city-level programs/decisions have played. Because the city government has limited ability to influence the other factors, local knowledge will have greater utility for those who consume our report.

Methodology for Question #4: What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents?

Housing experts have shown that creating a stable, secure, and affordable housing ecosystem requires four interrelated types of action. They have termed these actions the "four Ps" (Greenberg et. al 2021). First, government needs to protect people against unfair, illegal, exploitative, and hostile housing market conditions. Second, governments must preserve the existing stock of affordable housing in their community to protect residents against gentrification and displacement. Third, areas with housing crises need to produce more housing—especially housing that accommodates the needs and budgets of low-income households. And fourth, governments need to give low-income households more political opportunity to advocate for their needs and relay their demands.

In this section of the report, we will recommend measures and ordinances that have the potential to improve housing conditions in Lake Worth Beach that address the four Ps in order of need and importance. We will base our recommendations on our research findings. Indeed, effectively responding to a housing emergency requires adequate understanding of its causes and consequences. For example, a preponderance of illegal evictions would signify the need for a right to counsel for individuals facing eviction. Substandard housing stock, dangerous living conditions, and landlord disinvestment would signify the need for code compliance officers to enforce land development regulations in a vigorous manner. Excessive fees and/or claims on security deposits would signify the need to better regulate leasing contracts. Widespread evidence of discrimination based on categories protected by the Fair Housing Act would signify the need to establish a local Office of Housing Advocacy to assist residents with filing complaints through the Office of Fair Housing and Equal Opportunity and the Florida Commission on Human Relations. And excessive rents/price gouging would signify the need for rent stabilization.

When developing our recommendations, we will also draw from the social scientific literature on housing security and housing policy—including the measures that other Florida municipalities have implemented to ameliorate housing problems—to ensure that they are supported by empirical evidence. The report we draft will rank our recommendations in terms of effectiveness, efficiency, and viability; project their anticipated effects on housing conditions; indicate the order in which they should be sequenced; detail the resources, data, and/or requirements that would be needed to implement them; outline the timelines they would require to provide relief; and provide specific guidance on the effects of an Accessory Dwelling Unit (ADU) program.

Methodology for Question #5: How will new bills drafted during the 2023 Florida Legislative Session impact local housing conditions? How can the City secure and utilize resources created by these bills for affordable housing development? How can the City implement and comply with new housing regulations?

In this final section of the report, we will forecast how new bills drafted during the 2023 Florida Legislative Session, such as the "Live Local Act" (SB 102), will impact local housing conditions. Given that legislation such as SB 102 allocates increased funding to affordable housing development and authorizes new tax exemptions, we will explore how the City can secure and utilize these resources to effect favorable housing outcomes. We will also provide guidance on how the City can implement and comply with new zoning, land use, and regulatory preemption

requirements. In doing so, our goal will involve providing recommendations that maximize housing affordability, equity, and protection while staying within the confines of the law.

Summary

Rapidly appreciating prices, financial instability, rising rates of eviction and displacement, strained social service agencies, and anxiety among the public suggest that Lake Worth Beach's housing situation requires careful study and a prompt public response. We have thought deeply about the data and guidance city officials will need to formulate their response, are situated in the community, have a dynamic range of experiences, and are positioned to commence our research as soon as approval is granted. We are confident that the novel study we have proposed—which will combine multiple forms of data and employ mixed methods—will produce a far more detailed, and hence useful, report than the reports many similar municipalities facing housing crises have commissioned.

Our study will develop a comprehensive report that assesses Lake Worth Beach's housing conditions; outlines the causes and consequences of shortcomings in the housing system; explores how the commission can promote equity and affordability in relation to housing; establish how the commission can guarantee basic civil and political rights in relation to housing and give vulnerable and underrepresented groups more say over housing and development decisions that affect their lives; offer practical recommendations for ensuring that everyone in the city can access safe, affordable housing; and provide people and organizations within the city with concrete data and guidelines that be used to understand and develop effective responses to housing changes in South Florida and across the nation.

Budget and Timeline:

We have outlined the anticipated budget for this study in the appended pricing sheet.

We will carry out the study in three phases:

Milestone 1: We will provide provisional answers to Question #1 and Question #3 by September 4, 2023. Our first report will provide guidance on the questions raised about the effects of short-term vacation rentals on housing costs and the anticipated impacts of implementing an Accessory Dwelling Unit (“ADU”) program on housing affordability. This report will also include partial results to our questions about housing quality.

Milestone 2: We will provide provisional answers to Question #5 by November 20, 2023.

Milestone 3: We submit our final report, which will contain answers to Question #2 and Question #4, by March 1, 2024. The final report will also update information that has changed since the submission of the original reports and, if necessary, modify previous recommendations and conclusions.

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