

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	March 18, 2025	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		
Department:	Community Services		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

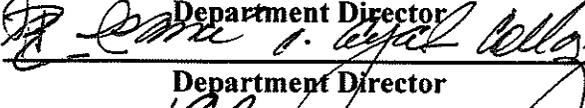
- A) the conceptual operational strategy for the provision of supportive housing for seniors;
- B) a Budget Transfer in the amount of \$3,802,000 from the Owner Occupied Housing Rehabilitation ARPA Replacement dollars to the La Quinta Hotel Property Acquisition Unit within the ARPA Response Replacement Fund to provide funding for the purchase of approximately 2.99 acres improved with a 114-room hotel located at 5981 Okeechobee Boulevard in unincorporated Palm Beach County(Property); and
- C) an Agreement for Purchase and Sale with Rore Asset 5981, LLC, a Florida limited liability company (Seller), for the acquisition of property consisting of approximately 2.99 acres improved with a 114-room hotel located at 5981 Okeechobee Boulevard in unincorporated Palm Beach County (Property) for the purpose of providing senior housing accommodations at a purchase price of \$15,000,000 plus closing costs estimated to be \$40,000.

Summary: On September 17, 2024, the Board of County Commissioners (BCC) authorized staff to negotiate for the acquisition of the Property with the Seller conditioned upon: 1) conducting outreach sessions with the surrounding community, 2) developing a conceptual operational strategy for the provision of temporary housing and supporting services from the Property, and 3) providing the BCC an overview of the condition of the Property. The BCC further instructed staff of its interest in considering all matters concurrently, prior to making a determination on the acquisition of the Property. Following BCC direction, staff met with residents of Century Village on October 4, 2024 and on January 24, 2025. Copies of the presentations provided during said meetings are included as Attachment 2 to this agenda item. Song and Associates, Inc. (SAI) was commissioned to conduct an assessment of the condition of the Property with a goal of identifying any renovations needed for the building to be operational for the County’s intended purpose and compliant with current codes; no fatal conditions were identified.

(Continued on Page 3)

Attachments:

1. Location Map
2. Community Outreach meeting presentation
3. Conceptual operational strategy
4. Agreement for Purchase and Sale
5. Budget Transfer

Recommended By:			
	Department Director	Date	2/28/25
		Department Director	Date
Approved By:		County Administrator	Date
			3/12/25

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$16,802,000	_____	_____	_____	_____
Operating Costs *	\$1,843,500	\$1,687,800	\$1,772,190	\$1,860,800	\$1,953,840
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$18,645,500	\$1,687,800	\$1,772,190	\$1,860,800	\$1,953,840
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Does this item include the use of federal funds? Yes No

Does this item include the use of state funds? Yes No

Budget Account No: Fund 1164 Dept. 143 Unit 312B Object 6201
 Fund 3950 Dept. 411 Unit Q001 Object 6201

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

The County's estimated total closing costs amount to \$16,802,000.00, which includes the Purchase Price, Franchise Release Fee, Title Search Fee, Lien Search Fee, Recording Fees, and Title Insurance Premium. Funding for this purchase is from the Infrastructure Sales Tax Fund and the County ARPA Response Replacement funds that do not require a local match.

*If the BCC approves this item a separate request will be brought to the BCC to fund the initial investment of \$1M and future operating costs.

C. Departmental Fiscal Review:

[Signature]
 Asset Number(s) to be determined.
 A. Division, Apr, P#10,
 OFMB 2/28/25

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 3/5/25
 OFMB
 MD 3/4
 JA 3/5
 ESW 3-4-25

[Signature] 3/5/25
 Contract Development and Control
 2/3-2/25

B. Legal Sufficiency:

[Signature] 3/5/25
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

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

(Continued from Page 1)

Summary: The final Assessment Report estimated approximately \$2.8M in renovation costs. Staff's proposed conceptual operational strategy for the provision of temporary housing services should the BCC decide to acquire the Property is included as Attachment 3 to this agenda item. Two (2) appraisals were obtained from Callaway and Price, Inc. and Appraisal Acquisition Consultants, valuing the Property at \$13,600,000 and \$14,250,000, respectively, with an average appraised value of \$13,925,000. Although the initial asking price for the Property was \$16,000,000, the Seller agreed to a purchase price of \$15,000,000, which is \$1,075,000 (approximately 7.72%) above the average appraised value. The Property is currently operating as a LaQuinta-brand hotel and is subject to a Franchise Agreement between Seller and LaQuinta Franchising LLC. The Franchise Agreement provides for the payment of a franchisee release fee (FRF) to terminate the Franchise Agreement. The Purchase and Sale Agreement provides that, in addition to the purchase price, the County will contribute an amount not to exceed \$1,762,000 towards the FRF. The County will pay closing costs estimated to be approximately \$40,000. If the BCC approved the conceptual operational strategy and approves the acquisition of the Property, staff estimates recurring annual operational costs totaling \$1,687,800 consisting of \$882,000 for facilities-related expenditures (i.e., maintenance, utilities, security) and \$805,800 for staffing and wrap-around services. The rooms will be transformed into single room occupancy efficiencies to offer permanent supportive housing for eligible seniors and veterans aged 55 and older. The County will collaborate with nonprofit organizations to manage the property and provide an array of activities and support services. Staff estimates that an initial investment of \$1M will be required to bring the Property's card access, intrusion, security camera, fire alarm and cable systems into compliance with the County facilities' standards. While engaged in negotiations with Seller, staff was approached by the owner of the Ramada Hotel located at 1901 Palm Beach Lakes Boulevard, West Palm Beach regarding its potential sale to the County. As a preparatory step to better inform the BCC, staff initiated basic due diligence. Two (2) appraisals were obtained from Anderson & Carr, Inc. and Callaway & Price, Inc., valuing the Property at \$21,500,000 and \$20,000,000, respectively, with an average appraised value of \$20,750,000. Preliminary conversations with the Ramada Hotel's owner indicate his willingness to engage in negotiations. Staff is notifying the BCC of this additional opportunity should the BCC deem it appropriate to authorize staff to negotiate the acquisition of the Ramada Hotel (i.e., inclusive of performing a condition assessment, conducting community outreach, and preparing an operational framework). Acquisition of the Property (i.e., LaQuinta) will be funded from the ARPA Replacement Funds and **Infrastructure Sales Tax funds. These are County ARPA Response Replacement funds that do not require a local match. This acquisition must be approved by a supermajority vote (5 Commissioners).** (Property & Real Estate Management) **District 2** (HJF)

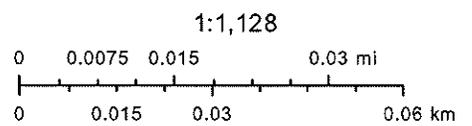
Background and Policy Issues: Following approval of House Bill 1365, Unauthorized Public Camping and Public Sleeping, effective October 1, 2024, staff began actively exploring opportunities to provide temporary housing accommodations for individuals and families in need. As part of this ongoing effort, the Property was identified as an ideal solution, offering 114 rooms to serve the most pressing temporary sheltering and housing needs. Acquiring this Property would enable the County to respond promptly to increasing demands for temporary housing accommodations, aligning with the County's ongoing efforts to support these vulnerable populations.

LOCATION MAP

00-42-43-23-00-000-7090



January 8, 2025



ATTACHMENT #1

ATTACHMENT 2

Community Outreach Meeting Presentation



DRAFT CONCEPT TO CONVERT THE LA QUINTA INN HOTEL INTO SENIOR & VETERAN PERMANENT SUPPORTIVE HOUSING

BOARD OF COUNTY COMMISSIONERS STRATEGIC PRIORITY

- **BCC Strategic Priority to address Housing and Homelessness since 2018**
- **Conversion of hotels and motels is one of the tools to address the need for affordable housing and is included in the Leading the Way Home and Housing Plan for All**

WHY WE ARE FOCUSING ON INCREASING CAPACITY FOR **SENIOR HOUSING**

- NEARLY **30 PERCENT** OF PALM BEACH COUNTY'S POPULATION IS COMPRISED OF SENIORS
- SENIORS ON A FIXED INCOME ARE ONE OF THE COUNTY'S MOST VULNERABLE POPULATIONS WHEN CONSIDERING:
 1. *RENT INCREASES*
 2. *CONDO FEES and SPECIAL ASSESSMENTS*
 3. *HOMEOWNER INSURANCE FOR SENIORS UP 20% BETWEEN 2021 AND 2023*
 4. *OVERALL COST OF LIVING*
 5. *NEED FOR SUPPORT SERVICES*
- 30-YEAR TIMEFRAME RESTRICTIONS WILL EXPIRE ON NEARLY **1,000 AFFORDABLE HOUSING** UNITS OVER THE NEXT 5 YEARS

CONCEPT OF CONVERSION

- CONVERT UNITS TO SINGLE-ROOM OCCUPANCY (SRO)
- PROPOSED USE WOULD BE PERMANENT SUPPORTIVE HOUSING
- INDIVIDUALS WILL BE ASSESSED FOR THE MOST APPROPRIATE PLACEMENT
- WRAP AROUND SUPPORTS WILL BE PROVIDED ON SITE
- 24/7 SECURITY WILL BE PROVIDED ON SITE
- PROPERTY MANAGEMENT ON-SITE
- KEEP RENOVATIONS TO A MINIMUM

ELIGIBILITY AND PROGRAM SELECTION CRITERIA FOR TENANTS

Only Palm Beach County Seniors and Veterans who meet the program applicant eligibility criteria will be admitted to the available units. Under SPSH program eligibility criteria, applicants must:

- Be age 55 or older; be able to manage their own lifestyles, including reacting appropriately in an emergency situation;
- Are at risk of homelessness, living in unstable or unsafe housing, or residing in emergency shelter or transitional housing setting;
- Willing to pay up to 30% of their gross household income for rent and an additional 20% for support services: and
- Agree to the behavior requirements and standards of the program.

PROGRAM EXITS

Factors that will determine a tenant's inability to continue residing in a SPSH building include:

- Required support and/or resources that surpass the services available in the SPSH
- Ability to manage activities of daily living;
- Capacity to recognize and react appropriately in an emergency situation;
- Demonstrates behavior (s) that jeopardize personal safety or the safety and well-being of other tenants

A tenant may exit into other independent rental housing opportunities (i.e. retirement communities for residents 55 and older) as they achieve economic stability.

PROGRAM GOALS

- Provide seniors with an opportunity to live independently longer
- Address the unique needs of seniors facing housing insecurity
- Advance the goals for the Housing Plan for All and Leading the Way Home

SUPPORT SERVICES

PUBLIC HOUSING AUTHORITY (PROPERTY MANAGEMENT)

- Collection of rent
- Electric and Utilities
- Security
- Maintenance and Repair
- Property Insurance and Inspections

NONPROFIT HOUSING OPERATOR (SUPPORT SERVICES)

- **Wrap Around Supports**
 - a. On site Case Management
 - b. Mental Health and SUD Peer Supports
 - c. Employment Supports
 - d. Document Readiness Supports
 - e. Apply for various benefits (i.e. food, healthcare etc.)
- **Daily Meals**
- **Laundry and Housekeeping (optional)**
- **Transportation supports**
- **Social and Recreational activities**

SOCIAL AND RECREATIONAL ACTIVITIES

ACTIVITIES/PROGRAMS: Book discussion groups, arts and crafts, creative writing and language classes, drawing, china and one-stroke painting, ceramics, wood carving, quilting, crochet, knitting, mahjong, bridge, cards, billiards and bingo.

HEALTH PROMOTION: Health education classes and screenings on preventive health issues, blood pressure clinics, an annual Health and Safety Fair.

TRAVEL: Day trips and luncheons are organized to local restaurants and venues.

LIBRARY: Book Mobile provides a library of books and language CD's; as well as on-site library.

RECREATION/FITNESS: Fitness and recreation classes, dance classes and chair exercises.

TAX AIDE PROGRAM: In conjunction with AARP, provide free income tax completion & filing for seniors.

SPECIAL EVENTS: Dances, crafts, birthday and holiday events, sing-a-longs and on site entertainment; as well as Defensive Driving classes.

MISCONCEPTIONS ABOUT FACILITY USE

- THIS WILL **NOT** BE A HOMELESS SHELTER
- THIS WILL **NOT** BE A HOMELESS ENCAMPMENT
- NO SUBSTANCE USE OR CRIMINAL ACTIVITY WILL BE ALLOWED
- NO WALK UPS FOR ENTRY WILL BE ALLOWED

FUNDING CONSIDERATIONS

- UP TO 30% OF INCOME WILL BE USED FOR OPERATIONS
- UP TO 20% FOR OTHER SUPPORT SERVICES (I.E. FOOD, LAUNDRY ETC.)
- PROPERTY COULD QUALIFY AS A PROJECT FUNDED BY HOUSING AND URBAN DEVELOPMENT
- APPLIED FOR BUILD GRANT (HUD)
- HOUSING AUTHORITY VOUCHERS
- VETERAN ASSISTED SUPPORTIVE HOUSING VOUCHERS

COST

The cost per door to operate this facility is a little over **\$20,000** annually

There is an annual shortfall of approximately **\$3,500** per door or less than **\$10** a day per door (to prevent a senior from being homeless)

The following actions could assist with addressing this shortfall:

1. Applying Project Based Vouchers and/or VASH vouchers to the units
2. Increasing rent on a portion of the units
3. Receiving additional federal funding, including the Build Grant or other notifications from the federal government

QUESTIONS AND ANSWERS

Dr. James Green, Director PBC CSD

jgreen1@pbc.gov

Tammy K. Fields, Asst. County Administrator

tfields@pbc.gov

Dr. Isami Ayala-Collazo, Asst. County Administrator

iayalacollazo@pbc.gov

ATTACHMENT 3

Conceptual Operational Strategy

**A proposal to convert the La
Quinta Inn into Permanent
Supportive Housing for Senior and
Veteran Residents of Palm Beach
County**

A. INTRODUCTION

The Senior and Veteran Permanent Supportive Housing (SPSH) initiative, sponsored by the Palm Beach County Community Services Department (CSD), seeks to prevent homelessness and expand permanent supportive housing options for seniors and Veterans ages 55 and older. This initiative will increase the availability of beds at existing emergency shelters and transitional housing units, giving the Homeless and Housing Alliance (HHA) the capacity serve more unhoused residents from places considered uninhabitable.

This SPSH initiative involves converting a hotel into Single Room Occupancy (SRO) units and providing a comprehensive package of support services to residents. The housing developed through the SPSH initiative is intended to complement existing programs for seniors offered by the CSD and HHA. SPSH aims to promote longer independent living and serves as a vital link within the continuum of housing support services, bridging transitional and assisted living with independent social housing.

Program & Services

ACTIVITIES/PROGRAMS: Book discussion groups, arts and crafts, creative writing and language classes, drawing, china and one-stroke painting, ceramics, wood carving, quilting, crochet, knitting, mahjong, bridge, cards, billiards and bingo.

HEALTH PROMOTION: Health education classes and screenings on preventive health issues, blood pressure clinics, an annual Health and Safety Fair.

TRAVEL: Day trips and luncheons are organized to local restaurants and venues.

LIBRARY: Book Mobile provides a library of books and language CD's; as well as on-site library.

RECREATION/FITNESS: Fitness and recreation classes, dance classes and chair exercises.

TAX AIDE PROGRAM: In conjunction with AARP, provide free income tax completion & filing for seniors.

SPECIAL EVENTS: Dances, crafts, birthday and holiday events, sing-a-longs and on site entertainment; as well as Defensive Driving classes.

B. PROGRAM PRINCIPLES

The SPSH program will offer flexibility and responsiveness to the needs of tenants; however, there will be program requirements for supportive services offered to tenants.

- Fundamental requirements of the program are aligned with the HHA's Permanent Supportive Housing Protocol.
- SPSH tenant hospitality and social/recreational programs will be available.

C. PROGRAM GOALS

- Provide seniors and Veterans with an opportunity to live independently longer
- Address the unique needs of seniors facing housing insecurity
- Advance the goals for the [Housing Plan for All](#) and [Leading The Way Home](#)
- Make available more beds at the emergency shelter and transitional housing enabling the HHA to serve more

residents

- Make progress on the Board of County Commissioner’s strategic priority of homelessness
- Prevent homelessness for seniors and Veterans

D. PROGRAM OBJECTIVES

- Convert existing hotel into affordable supportive housing
- Provide wrap around supports in an inclusive support services package
- Encourage community partnerships that support seniors’ ability to live independently longer
- Make minimal renovations to the property to accommodate needs of seniors and Veterans, including those with disabilities

E. PROGRAM OUTCOMES

Details of outcomes, measures and targets for housing provider operators of the program, are outlined in CSD’s Key Performance Indicators and [Leading The Way Home](#) Homeless Plan.

E.1

The short and long term outcomes of this program include:

- Creation of increased stock of homes in a supportive living environment;
- Reduced number of seniors requiring relocation to assisted living or residential care;
- Improvement in health and well-being of seniors; and
- Increase capacity in transitional housing beds that are available to assist current unhoused residents

F. TARGET POPULATIONS, ELIGIBILITY, AND PARTICIPANT SELECTION

F.1 Eligibility and Program Selection Criteria for Tenants

The program will serve low-income seniors and Veterans who are at risk of homelessness or enrolled in the Homeless and Housing Alliance’s emergency shelter or transitional housing program.

Admission Criteria

Only Palm Beach County residents who meet the program applicant eligibility criteria will be admitted to the available units. Under SPSH program eligibility criteria, applicants must:

- Be age 55 or older;
- Be a resident of Palm Beach County;
- Not have a violent felony within the last five years;
- Be able to manage their own lifestyles, including reacting appropriately in an emergency situation;
- Are at risk of homelessness, living in unstable or unsafe housing, or residing in emergency shelter or transitional housing setting;

- Willing to pay up to 30% of their gross household income for rent and an additional 20% for support services: and
- Agree to the behavior requirements and standards of the program.
- Priority may be given to seniors and/or Veterans who have employment or who are enrolled in job training program

Exit Criteria

Over time, the functional status of some tenants may decline as a result of sudden illness or their aging process. Every effort should be made to ensure tenants that wish to “age-in-place” remain in their current environment. However, some tenants will require additional support and/or health services that exceed the services available in the SPSH building. The nonprofit operator will be involved in assessing the eligibility of these tenants for a higher level of service (e.g. funded assisted living; licensed care facility) and will assist in determining/confirming each tenant’s ability to remain in their SPSH unit.

Factors that will determine a tenant’s inability to continue residing in a SPSH building include:

- Required support and/or resources that surpass the services available in the SPSH
- Ability to manage activities of daily living;
- Capacity to recognize and react appropriately in an emergency situation;
- Demonstrates behavior (s) that jeopardize personal safety or the safety and well-being of other tenants

A tenant may exit into other independent rental housing opportunities (i.e. retirement communities for residents 55 and older) as they achieve economic stability.

G. ROLES AND RESPONSIBILITIES

G.1 Roles and Responsibilities

Implementation, operations and on-going monitoring and reporting of the SPSH program will be managed by a non-profit housing operator. A Roles and Responsibilities Matrix will be developed outlining key areas of responsibility to be performed by non-profit housing partners, Public Housing Authorities and other parties involved with this project.

G.2 PBC Community Services Department

CSD will work with a Public Housing Authority (PHA) to provide property management for the facility. CSD may select a nonprofit organization or use the Request for Proposal process to solicit proposals from nonprofit Housing Operator (NHO) to administer the SPSH program. CSD may assist with the provision of operating subsidies. CSD will monitor the performance of the program relative to the requirements of the Operating Agreement.

G.3 Housing Operators

Once the PHA and NHO is selected, CSD will utilize its internal process to make recommendations for approval to the Board of County Commissioners. The PHA property management and NHO function may be separate. PHA property managers will provide all of the security, insurance, collection of rents, maintenance and repair services for the facility. Operators will provide the wrap around support services to the tenants. Operators will organize and be responsible for the provision of SPSH services, and implementing necessary operating policies, procedures and accountability mechanisms. CSD may recommend that the PHA provide support services as well if this model presents a strategic and/or financial advantage.

H. AGREEMENTS AND FUNDING

H.1 Agreements

The nonprofit selected to receive funding through the SPSH program will be required to sign a Seniors and Veteran Supportive Housing Operating Agreement. In addition, tenants participating in the SPSH program will be required to sign a Tenancy Agreement with the housing operator. The Agreement format will be provided by CSD after review by the County Attorney's Office. Any modifications relevant to the SPSH program must be made in consultation with CSD and approved by CSD in advance of execution.

H.2 Operating Funding

The Public Housing Authority providing property management services will use payments from the tenant as revenue to assist with operating cost. CSD will work with partners to provide funding to subsidize 100% rent geared to income occupancy of the building. This will include provisions that cover:

- SPSH Program Tenant selection criteria;
- Transportation supports;
- Security on the property;
- Increased waste capacity;
- Hospitality services (including meals and housekeeping), and social and recreational activities to be provided in the building;
- Requirements for operational policies, staffing and staff training; and
- Quality monitoring and reporting requirements.

H.3 Revenue from Tenants

All tenants in buildings with the SPSH program will pay up to 30% of their gross monthly income for housing per current rent geared to income schedules and this will be referenced in their Tenancy Agreement with the housing operator. SPSH tenants will also pay up to 20% of their gross household income for the package of SPSH program services. Tenants may opt out of this option if they demonstrate the ability to maintain independently. The NHO will develop a process to determine whether or not they are eligible to opt out. In either case, the tenant must agree to automatic deduction of these funds from their accounts.

CSD will seek SPSH program subsidies for operating expenses in excess of total tenant revenue. Total

tenant payment for housing and hospitality services cannot exceed 50% of gross household income.

I. CORE SERVICES TO TENANTS

1.1 SPSH Program Services

In addition to building upgrades and services to address safety, security and accessibility for all tenants, the SPSH program will also have specific support services. The NHO receiving funding through the SPSH program may mandate certain support services. These services may include meals, 24-hour response, laundry and housekeeping, and social/recreation programs.

If the support services are mandated, they will be provided as a package, and will be purchased at cost. Where the total cost of the support services purchased by an eligible tenant exceeds 20% of gross income, then PBC Community Services Department will work with partners to provide a subsidy to cover the difference. Social/recreational programs will be available to all SPSH building tenants at no additional cost.

The scope and scale of services to be provided will be determined by each operator and may change over time according to the number of tenants requesting services as well as individual tenant needs. Operators are encouraged to consider many factors that could determine the most efficient, cost-effective service delivery model. These factors may include the number of tenants requesting hospitality services, the availability of community resources, the proximity to potential partner organizations (e.g. care facility), and the ability to offer service flexibility.

There are a number of opportunities for non-profit operators to establish partnerships with the community as part of the SPSH program. They may seek partnerships with local community services agencies or organizations to provide social and recreational programming.

1.2 Daily Meal Service

NHO must ensure that the nutritional needs of all SPSH tenants are being met at least once daily. Mini refrigerators and microwaves will be placed in each room. Tenants will be responsible for the cost of food if they wish to prepare it inside of their units. However, a shared dining space with another building or program (i.e. senior services meal site) may be acceptable.

Meals may be provided by a variety of methods dependent upon the number of participating tenants. It is not mandatory that meals be produced on-site by the housing operator. Other options include purchase from local community meal programs or sub-contracting with food production agencies, companies or restaurants. Partnerships are also possible with local food banks with commercial kitchens.

1.3 Laundry and Housekeeping

Housekeeping services **may** be available and this provision may include cleaning as well as the laundering of linens and towels.

All cleaning supplies, required equipment and staff will be provided by the NHO. Tenant requests for additional cleaning services to those described as part of the SPSH program will not be covered by the SPSH program budget and must be agreed to by the housing operator and tenant as a separate charge. NHO must present a plan for conducting laundry and housekeeping for SPSH tenants, including a proposed budget and schedule.

Linens and towels will be provided by the tenants and labelled at each tenant's discretion. Personal laundry is the responsibility of the tenants but the operators may assist where necessary.

I.4 Weekly Social/ Recreational Activities

Social and recreational activities may be provided by operators in all SPSH buildings and will be available to all tenants. It is not mandatory that all activities are planned and delivered by employees of the operators as many community resources may already provide activities of interest to tenants. Existing social and recreational services can also keep SPSH tenants linked with past lifestyles as well as their local community. For these reasons, partnerships with the Palm Beach County Community Services Department Division of Senior and Veteran Services, other senior centers and service agencies will be encouraged to provide social and recreational activities. Other support services provided by the Area Agency on Aging and its partners will be leveraged for tenants. However, it may be necessary for the operator to coordinate the provision of these activities through the role of an employee.

Where possible, tenants should be given the opportunity to participate in program planning to ensure events are beneficial and meaningful to the tenant population within each building. Activities must aim to maximize tenant participation and operators are required to ensure that these objectives are met.

J. OPTIONAL SERVICES

J.1 24-Hour Response

Ongoing 24-hour response may be a part of the SPSH Operating Agreement and additional costs will be covered by tenants' rent subsidies. The 24-hour response system will only be supplied to units whose tenants have agreed to subscribe to the service. Several units onsite will be used for case-management, security and property management services.

K. FACILITY GUIDELINES

K.1 Building Improvements

Certain building improvements **may** be undertaken if needed as part of the SPSH program to ensure that the building will provide an environment that is safe and secure for all tenants and appropriate to the program requirements for the delivery of SPSH services. Listed below are key features to operate a SPSH program building. If not already in place, these key features may be funded through the SPSH program budget. The fire and life safety measures identified must be included for all common areas plus all units.

- Accessibility Enhancements:
 - Replacement of in-suite bathtubs with showers, where appropriate
 - Levered door handles
 - Levered faucet handles
 - Grab bars in showers and toilet areas
 - Stability handrails in hallways, as may be required
 - Elevators for buildings of two stories or more
- Fire and Life Safety:
 - Fire sprinkler system
 - In-suite "smart" smoke detectors

- Enhanced lighting levels at exit stairs, corridors and primary egress routes
- Hospitality Space:
 - Amenity space to permit on-site meal service and/or recreational activities
 - On-site or convenient off-site kitchen and ancillary space
 - Household washers and dryers on-site for tenant use.

L. REPORTING AND MONITORING

Operators are responsible for the quality of all support services provided in their buildings.

The operators will inspect SPSH buildings and operations to ensure conformity with the standards set down in the Agreements. Operators will be requested to submit to CSD their SPSH program reports, schedules and budgets, as well as the results of tenant satisfaction surveys on an annual basis.

ATTACHMENT 4

Agreement for Purchase and Sale (27 pages)

AGREEMENT FOR PURCHASE AND SALE

between

**PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County Commissioners**

as Purchaser

and

**RORE ASSET 5981, LLC,
a Florida limited liability company**

as Seller

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and **RORE ASSET 5981, LLC**, a Florida limited liability company (hereinafter referred to as the "Seller").

WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 11.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant or immediately available US funds by wire transfer drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

1.5 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating ninety (90) days thereafter.

1.6 **"Permitted Exceptions"** - those exceptions to the title of the Property that may be accepted in writing by the County during the Inspection Period.

1.7 **"Personal Property"** - shall include but is not limited to, the existing furniture, fixtures, equipment, and other operational hotel personal property as identified in Exhibit "F" attached hereto and made a part hereof, together with all additional items of personal property, located upon the Real Property at Closing. Any items of personal property remaining upon the property at Closing shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.8 **"Property"** - the Real Property and Personal Property.

1.9 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement

1.10 **"Franchise Release Fee"** - the price set forth in or determined in accordance with Section 3 of this Agreement.

1.11 **"Real Property"** - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon.

2. **SALE AND PURCHASE** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set

forth, the Property, together with all improvements located thereon, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

3. **FRANCHISE RELEASE**

3.1 **Franchise Release Fee.** The Parties acknowledge that the Property is subject to a Franchise Agreement (the "Franchise Agreement"), dated November 1, 2022, by and between the Seller and La Quinta Franchising LLC, a Nevada limited liability company (the "Franchisor") which Franchise Agreement must be terminated in order for County to utilize the Property for County's intended use. Pursuant to the terms of the Franchise Agreement, Seller must pay liquidated damages ("Franchise Release Fee" or "FRF") as set forth in said Franchise Agreement in order to terminate the Franchise Agreement. As of the Effective Date of this Agreement, the Franchise Release Fee is estimated to be approximately Two Million Twelve Thousand Dollars (\$2,012,000.00).

- i. **Payment of FRF.** The County's contribution to the FRF shall be capped at One Million Seven Hundred Sixty-Two Thousand Dollars (\$1,762,000.00). Any portion of the FRF exceeding this cap shall be the responsibility of the Seller, with the Seller's total contribution capped at Two Hundred Fifty Thousand Dollars (\$250,000.00). Should the FRF required at Closing be less than Two Million Twelve Thousand Dollars (\$2,012,000.00), the County's contribution shall be proportionately reduced by the difference between the actual FRF and the \$2,012,000.00 threshold. The Seller's contribution shall not be reduced on a pro rata or proportional basis if the FRF is below \$2,012,000.00. In the event that the FRF exceeds \$2,012,000.00, resulting in the Seller's maximum contribution of \$250,000.00 being insufficient, either Party may elect to terminate this Agreement. The County shall have no further obligation or responsibility for any additional financial contribution towards terminating the Franchise Agreement. The Seller shall ensure that payment of the FRF, including any applicable taxes, is made to the Franchisor at Closing.
- ii. **Satisfaction of FRF.** Seller shall obtain and deliver to County, at Closing, a satisfaction, release or any other document executed by an authorized representative of Franchisor, satisfactory to County evidencing Franchisor's consent to the sale and termination of the Franchise Agreement and releasing County and the Property from any and all obligation under the Franchise Agreement. Seller shall be responsible for all termination obligations specified in the Franchise Agreement, including, without limitation, Section 13 thereof. Such obligations include, but are not limited to, de-identification of the Property and settlement of any outstanding payments due to the Franchisor.
- iii. **Indemnification and Hold Harmless.** The Seller, its successors, and assigns shall indemnify, defend, and hold County, its agents, employees, officers, and elected officials harmless from and against any and all claims, liabilities, damages, losses, expenses, and costs of every kind or character, including reasonable attorneys' fees and expenses at trial and appellate levels, arising out of or resulting from any act, omission, or occurrence in connection with, any and all obligations arising under the Franchise Agreement and the Seller's obligations therein relating to termination or otherwise, any and all

covenants, and representations under said Franchise Agreement, any breaches or defaults thereof, and any claims, fines, penalties, or liabilities arising therefrom. This indemnification shall survive Closing and shall not be affected by the expiration or termination of this Agreement.

4. **PURCHASE PRICE AND METHOD OF PAYMENT**

4.1 **Purchase Price.** The Purchase Price for the Property is Fifteen Million Dollars (\$15,000,000.00).

4.2 **Method of Payment.** On the Closing Date, the County shall remit the Purchase Price and contribute to the FRF, as set forth in Section 3.1(i) in Current Funds, subject to any agreed-upon adjustments, credits, prorations, and fees as outlined in this Agreement.

4.3 **Survival of Obligations.** The Seller's obligations to pay the FRF and complete all termination requirements shall survive Closing. At Closing, the Seller shall deliver the Property to the County unencumbered by the Franchise Agreement and provide evidence satisfactory to County of the Franchise release to the County.

5. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

5.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

5.2 The Property abuts a public roadway to which access is not limited or restricted.

5.3 There is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

5.4 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

5.5 There are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

5.6 Seller represents that simultaneously with Seller's execution of this Agreement, Seller has executed and delivered to County the Seller's Disclosure of Beneficial Interests attached hereto as Exhibit "C" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes. Seller warrants that in the event there are any changes prior to Closing to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure, Seller shall immediately, and in every instance, provide written notification of such change to the County in the manner

required by Section 15 of this Agreement. Seller warrants that at Closing, Seller shall provide County with a Disclosure that accurately discloses the beneficial interests in the ownership of the Property at the time of Closing regardless of whether or not the information contained therein has changed from the date of execution of the original Disclosure. In the event Seller is an individual, Seller is exempt from this provision.

5.7 There are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property.

5.8 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property prior to the time of Closing.

5.9 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid and binding obligations of Seller.

5.10 There are no agreements including but not limited to maintenance or service contracts, commission agreements, franchise agreements, management agreements, operating agreements, leases, licenses or other occupancy agreement affecting the Property which will survive Closing or post-Closing matters that are outstanding as it relates to the hotel and business operations including but not limited to open hotel reservations or any associated refunds due to any parties.

5.11 All ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing, in accordance with Section 12 hereof, for the year of Closing and all prior years.

5.12 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

5.13 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.

5.14 Seller has used best efforts to comply and shall continue to use best efforts to comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

5.15 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

5.16 Seller hereby represents and warrants that all Personal Property included in the sale is, and will be at the time of closing, free and clear of all liens, encumbrances, security interests, or claims of any kind. Seller further agrees to discharge any such liens or encumbrances prior to or simultaneously with the Closing

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 17.1 hereof.

6. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents, and representatives shall have unrestricted access to

the Property for purposes of conducting due diligence regarding the Property including, without limitation, testing and inspection thereof and examination of title and a survey of the Property. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder. In the event County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality.

6.1 Seller agrees to deliver the Property vacant and free of any guests, occupants or tenants at Closing. The County, or its representative, shall have the right to conduct a walk-through inspection of the Property on the day prior to Closing, or on the Closing date, to verify that the Property is vacant and in the condition required by this Agreement. If necessary, the County may perform a follow-up walk-through inspection to ensure compliance.

6.2 Within thirty (30) days of the Effective Date of this Agreement, Seller shall provide County with copies of all repair, treatment and maintenance contracts, licenses, agreements, permits, and warranties for the Property. At County's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts, licenses, agreements, permits, and warranties to County.

7. EVIDENCE OF TITLE.

7.1 Within twenty (20) days after the Effective Date of this Agreement, the County will obtain and provide Seller a copy of an owner's title insurance commitment, issued by Guaranteed Florida Title, Escrow & Abstract, Inc. agreeing to issue to the County upon the recording of the Statutory Warranty Deed to the Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Property. County shall have the right to review and approve the title commitment, including all exceptions and encumbrances, during the Inspection Period. The County further reserves the right to raise written objections or require corrective action for any issues identified during this review within the Inspection Period. In the event any objections or required corrective actions requested by County are not resolved to the County's satisfaction, the County may terminate this agreement during the Inspection Period. The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by County.

The County shall have until the later of ten (10) days after receipt of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matters which are unacceptable to County, in its sole and exclusive discretion, County may notify Seller of County's objection thereto, and Seller may elect to undertake to remove such exception(s), which exception(s) shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with postponement of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any such matters at Closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of

the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller.

7.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 7 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

7.3 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the County.

8. **SURVEY.** County shall have the right, within the Inspection Period Inspection Period, to obtain a current survey of the Real Property and all improvements thereon. This review may include, but is not limited to, evaluating the survey for compliance with property boundaries, easements, rights-of-way, and potential encroachments. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 6 of this Agreement, and County shall have the same rights and remedies as set forth therein.

9. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, and in full compliance with all governmental regulations. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

10. **CONDITION PRECEDENT TO CLOSING.** The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) Seller to provide an executed unconditional termination from the Franchisor, La Quinta Franchising LLC, a Nevada limited liability company and Rore Asset 5981, LLC, a Florida limited liability company of the Franchise Agreement and a unconditional release of the Property therefrom; (4) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

11. **CLOSING.** The parties agree that the Closing upon the Property shall be consummated as follows:

11.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, located at 2633 Vista Parkway, West Palm Beach, Florida or remotely via an escrow closing process to be conducted by the County title company, **Guaranteed Florida Title, Escrow & Abstract, Inc.**

11.2 **Closing Date.** The Closing shall take place within fifteen (15) days after expiration of the Inspection Period, or at such earlier date as is mutually agreed upon by the parties.

11.3 **Closing Documents.** Seller shall be responsible for preparation of all closing documents. Seller shall submit copies of same to County no less than ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.

11.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

11.3.2 **Seller's Disclosure of Beneficial Interests.** A Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, which accurately discloses the name and address of any person or entity having a 5% or greater beneficial interest in the ownership of the Property as of the date of Closing. The foregoing shall be in addition to any Disclosure or notice of change thereto previously provided to County, and in the same form as previously provided to County. In the event Seller is an individual, Seller is exempt from this provision.

11.3.3 **Bill of Sale.** A Bill of Sale for Personal Property as set forth in Exhibit "F".

11.3.4 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

11.3.5 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit", as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price and to remit same to the Internal Revenue Service, as required by the Act.

11.3.6 **Closing Statement.** A Closing Statement prepared in accordance with the terms hereof.

11.3.7 **Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing

Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated, and a Receipt of Real Estate Brokerage Commission and Release ("Broker's Release") in the form attached hereto as Exhibit "E" and made a part hereof.

11.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County.

11.5 **County's Obligations.** At Closing, County shall deliver, or cause to be delivered, to Seller the following:

11.5.1 **Cash due at Closing.** The required payment due in Current Funds as provided elsewhere herein.

12. **EXPENSES.**

12.1 County shall pay the following expenses at Closing.

12.1.1 The cost of recording the deed of conveyance.

12.1.2 All costs and premiums for the owner's title insurance commitment and policy.

12.2 Seller shall pay the following expenses at Closing:

12.2.1 Documentary Stamps required to be affixed to the deed of conveyance.

12.2.2 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Property.

12.3 The Seller and County shall each pay their own attorney's fees.

13. **PRORATIONS.**

13.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

13.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

14. **CONDEMNATION.** In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any

acquisition or condemnation proceedings shall be threatened or begun prior to the Closing of this transaction, County shall have the option to either terminate this Agreement and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

15. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without limitation, the payment of all costs, expenses and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the Closing or termination of this Agreement.

16. **NOTICES.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. on a business day and on the next business day if transmitted after 5:00 p.m. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

16.1 **County:**

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax 561-233-0210

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax 561-355-4398

16.2 **Seller:**

RORE Asset 5981, LLC
9633 Old St. Augustine Road
Jacksonville, FL 32257
Fax sam@roreinvest.com

With a copy to:

Croix Management Services, LLC
9633 Old St. Augustine Road
Jacksonville, FL 32257
Fax sam@roreinvest.com

With a copy to:
Zahava Silverman, Esq.
Partner, The Silverman Law Firm
16 Squadron Blvd.
New City, NY 10956
(845) 517-0351
zahava@silvermanlaw.net

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

17. **ASSIGNMENT.** Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance, or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

18. **DEFAULT.**

18.1 **Defaults by Seller.** In the event Seller fails, neglects or refuses to perform any term, covenant or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's commercially reasonable efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

18.2 **Defaults by County.** In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to: (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's commercially reasonable efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable

to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue damages.

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

20. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

21. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

22. **INTEGRATION.** This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

23. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

24. **HEADINGS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

25. **NON-DISCRIMINATION.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that throughout the term of this Agreement, including any renewals thereof, if applicable, all persons are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information under any activity conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement.

26. **CONSTRUCTION.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. **NO THIRD PARTY BENEFICIARY.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Seller.

28. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

29. **SURVIVAL.** The parties' warranties, agreements, covenants, and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

30. **WAIVER.** No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

31. **AMENDMENT.** This Agreement may be modified and amended only by written instrument executed by the parties hereto.

32. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

33. **TIME COMPUTATION.** Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, federal or state legal holiday.

34. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

35. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS.** 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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

36. **COUNTERPARTS.** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Seller shall execute by manual means only, unless the County provides otherwise.

37. **HUMAN TRAFFICKING AFFIDAVIT.** Seller warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Seller has executed Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered
in the presence of:
Date of Execution by Seller:

As to Seller:

December 23rd, 2024

"SELLER"
RORE Asset 5981, LLC, a Florida limited liability company

By: Croix Management Services, LLC, its Authorized Representative

By: Shmuel Bonnardel
Shmuel Bonnardel, Member

Sophia Bracali
Witness Signature

Sophia Bracali
Print Witness Name

9633 Old St Augustine Rd Jacksonville FL 32257
Witness Address

(SEAL)

Jamie Wrublewski
Print Witness Name

Jamie Wrublewski
Witness Signature

1116 Cloverhill Cir. W
Witness Address
Jacksonville, FL 32257

Date of Execution by County:

_____, 20____

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

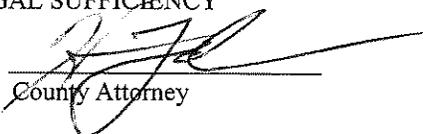
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

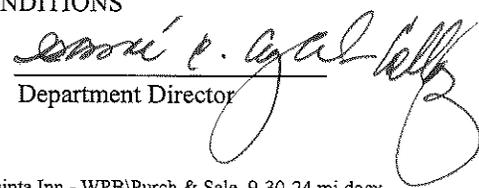
By: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 

County Attorney

By: 

Department Director

G:\PREM\Dev\Open Projects\GG-Community Services 2024\LaQuinta Inn - WPB\Purch & Sale. 9-30-24 mj.docx

SCHEDULE OF EXHIBITS

EXHIBIT "A" - LEGAL DESCRIPTION

EXHIBIT "B" - PERMITTED EXCEPTIONS

EXHIBIT "C" - DISCLOSURE OF BENEFICIAL INTERESTS

EXHIBIT "D" - NON-GOVERNMENTAL HUMAN TRAFFICKING
AFFIDAVIT

EXHIBIT "E" - BILL OF SALE

EXHIBIT "F" - COMPREHENSIVE DESCRIPTION OF PERSONAL
PROPERTY, PERSONALTY, AND INVENTORY

EXHIBIT "A"

LEGAL DESCRIPTION

The North 575 feet of the South 656 feet of the East 312.59 feet of the West 404.39 feet of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida.

Less the North 170 feet of the West 190 feet of the above described land, and

Less a parcel of land lying within the Southwest 1/4 of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 23; thence South 88°40'36" East, along the South line of said Section 23, a distance of 92.00 feet; thence North 01°27'31" East, a distance of 330.10 feet to the Point of Beginning; thence continue North 01°27'31" East, a distance of 155.90 feet; thence South 88°40'36" East, a distance of 113.24 feet; thence South 01°30'08" West, a distance of 155.31 feet; thence North 88°58'23" West, a distance of 113.12 feet to the Point of Beginning, and

Less the South 4.00 feet of the North 575 feet of the South 656 feet of the East 312.59 feet of the West 404.59 feet of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida.

Together with a non-exclusive Easement for ingress and egress over the South 50 feet of the East 320 feet of the West 724.89 feet of the North 575 feet of the South 656 feet of said Section 23, and the North 50 feet of the South 131 feet of the West 92 feet of said Section 23, and the North 50 feet of the South 131 feet of Section 22, lying East of Sunshine State Parkway right of way; all lying in Township 43 South, Range 42 East, Palm Beach County, Florida.

EXHIBIT "B"

PERMITTED EXCEPTIONS

TITLE EXCEPTIONS: This section shall be completed with the exceptions to title that the County determines to be acceptable during the Inspection Period.

EXHIBIT "C"

SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Shmuel Bonnardel, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager (position - i.e. president, partner, trustee) of Rore Asset 3981 LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 9633 Old St. Augustine Rd. Jacksville, FL 32257

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
Print Affiant Name: Shmuel Bonnardel Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [physical presence or [] online notarization this 28th day of February, 2025 by Shmuel Bonnardel [who is personally known to me or [] who has produced _____ as identification and who did () did not take an oath.



JAMIE WRUBLEVSKI
Notary Public
State of Florida
Comm# HH425185
Expires 7/24/2027

[Signature]
Notary Public
Jamie Wrublevski
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 07/24/27

EXHIBIT "A"
to SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS

PROPERTY

The North 575 feet of the South 656 feet of the East 312.59 feet of the West 404.39 feet of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida.

Less the North 170 feet of the West 190 feet of the above described land, and

Less a parcel of land lying within the Southwest 1/4 of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 23; thence South 88°40'36" East, along the South line of said Section 23, a distance of 92.00 feet; thence North 01°27'31" East, a distance of 330.10 feet to the Point of Beginning; thence continue North 01°27'31" East, a distance of 155.90 feet; thence South 88°40'36" East, a distance of 113.24 feet; thence South 01°30'08" West, a distance of 155.31 feet; thence North 88°58'23" West, a distance of 113.12 feet to the Point of Beginning, and

Less the South 4.00 feet of the North 575 feet of the South 656 feet of the East 312.59 feet of the West 404.59 feet of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida.

Together with a non-exclusive Easement for ingress and egress over the South 50 feet of the East 320 feet of the West 724.89 feet of the North 575 feet of the South 656 feet of said Section 23, and the North 50 feet of the South 131 feet of the West 92 feet of said Section 23, and the North 50 feet of the South 131 feet of Section 22, lying East of Sunshine State Parkway right of way; all lying in Township 43 South, Range 42 East, Palm Beach County, Florida.

EXHIBIT "D"

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Rone Asset 5981 LLC
____ (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or
services as defined in section 787.06, Florida Statutes.

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

[Signature]
(signature of officer or representative)

Shmuel Bannardel
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 28th day of February, by Shmuel Bannardel

Personally known OR produced identification .

Type of identification produced _____

[Signature]
NOTARY PUBLIC
My Commission Expires: 07/24/27
State of Florida at large

(Notary Seal)



JAMIE WRUBLEVSKI
Notary Public
State of Florida
Comm# HH425185
Expires 7/24/2027

My Commission Expires:

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing Bill of Sale was acknowledged before me this _____ day of _____, 20____, by _____, who is personally know to me OR who produced _____ as identification and who did _____ take an oath.

Notary Signature

Print Notary Name

NOTARY PUBLIC
State of _____ at Large
My Commission Expires:

EXHIBIT "F"

**COMPREHENSIVE DESCRIPTION OF PROPERTY, PERSONALTY, AND
INVENTORY**

Inventory List of Furniture, Fixtures, Equipment and other improvements to be provided by Seller along with description of the structure (i.e., square feet, number of floors, rooms, etc.)

Equipment Inventory

An observational equipment inventory was taken for each room suite as part of our assessment. The quantities below represent equipment found that are typical for all hotel room suites.

Category	Inventory Count	Delta
King Beds*	45	-69
Double Bed*	138	24
Desk	113	-1
Desk Chair	105	-9
Lounge Chair*	41	-73
Micro-Fridge Cabinet	50	-64
Sofa Sleeper*	37	-77
Three Drawer Dresser	106	-8
Toilet Paper Holder	114	0
Shower Curtain	114	0
Towel Bar	114	0
Hook	114	0
Wall Mirror	111	-3
Table Lamp	88	-26
Drapery	114	0
Drapery Hardware	114	0
Headboard - King*	45	-69
Headboard -Double*	138	24
Floor Lamp	114	0
Television	114	0
Microwave	114	0
Refrigerator	114	0
Coffee Maker	114	0
Clock/Radio	113	-1
Bedside Phone	110	-4
Hair Dryer	114	0
Bathroom Mirror	114	0
Bedside Table*	156	42
Iron	113	-1

Status Key	
X	Good, typical equipment found
X	Neutral, quantities may vary due to various room model types and provided furniture per model type. County to verify with Hotel Owner.
X	Bad, typical equipment missing

* Item(s) may vary based on room model types, See [Room Types](#) for more information.

ATTACHMENT 5
Budget Transfer Form

25-0595

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER

BGEX 011325*709

FUND 1164 - ARPA Response Placement Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 03/03/25	REMAINING BALANCE
EXPENDITURES									
143-312A-8301	Contributions For Individuals	Owner Occupied Housing Rehab	0	6,545,906	0	3,802,000	2,743,906	425,516	2,318,390
143-312B-6201	Buildings	La Quinta Hotel Property Acquisition	0	0	3,802,000	0	3,802,000	0	3,802,000
	Total Expenditures				3,802,000	3,802,000			

SIGNATURES

DATES

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 3/18/2025

Deputy Clerk to the
Board of County Commissioners