

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Division of Human Services and Community Action Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to ratify the Mayor’s signature: On a Grant Application (Application) to the U.S. Department of Housing and Urban Development (HUD) for the Fiscal Year (FY) 2025 Continuum of Care (CoC) Builds Grant in the amount of \$7,292,998, to support the development and operation of Permanent Supportive Housing as part of the La Quinta Inn (La Quinta) project in Palm Beach County (County).

Summary: The CoC Builds Grant application was submitted to HUD on June 25, 2025 to support a new Permanent Supportive Housing project in collaboration with the Palm Beach County Housing Authority. This is a nationwide competition with a limited number of awards anticipated. If awarded, the grant would fund the rehabilitation of 114 units in the former La Quinta to make them ADA accessible, providing Permanent Support Housing for individuals aged 55 and older with disabilities. The grant request includes funding for rehabilitation costs, partial operating expenses, and supportive services including case management for a two (2) year period. Due to the HUD submission deadline, there was insufficient time to submit these forms through the regular agenda item process to meet the June 26, 2025 deadline; consequently, the emergency signature process was utilized. **There is a 25% match required by HUD, and the requirement will be fulfilled by the purchase of the La Quinta property. No additional County funds are required.** Countywide (JBR)

Background and Justification: The La Quinta Permanent Supportive Housing project addresses a critical and urgent need for affordable housing for seniors with disabilities paired with supportive services. The application notification was released by HUD on May 16, 2025. Due to the tight timeline and the June 26, 2025 application deadline, the emergency signature process was used, as there was insufficient time to submit this item through the regular agenda process.

The Human Services and Community Action Program (HSCAP) serves as the Lead Entity for the Palm Beach County CoC, the Homeless and Housing Alliance. The CoC is the planning and evaluation body for the homeless service delivery system in the County.

- Attachments:**
1. HUD CoC Builds Grant Application

Recommended By:

DocuSigned by:
Tanura Mallotra
1459E4101E1049C

7/23/2025

Department Director Date
Approved By:

8/11/25

Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

Is Item Included In Current Budget? Yes No X
Does this item include the use of federal funds? Yes X No
Does this item include the use of state funds? Yes No X

Budget Account No.:
Fund 1001 Dept. 142 Unit VAR Object VAR Program Code VAR Program Period VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding is contingent upon award from the U.S. Department of Housing and Urban Development under the CoC Builds Grant. There is no fiscal impact to this item, grant application only. No additional county funds are required.

C. Departmental Fiscal Review: Julie Dowe
Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

[Signature] 7/25/25
OFMB
[Signature] 7-25-25
[Signature] 7/29/25
Contract Development and Control

B. Legal Sufficiency:

[Signature] 7/29/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember:

- The available funds are specifically for the creation of new units of PSH through new construction, rehabilitation, or acquisition. - No more than 20 percent of the funding requested may include other eligible CoC Program costs as outlined in the CoC Builds NOFO.
- No more than 10 percent of the funding requested may include program administrative costs.
- Questions related to the CoC Builds NOFO must be submitted to CoCBuilds@hud.gov.
- Questions related to e-snaps functionality (e.g., password reset, lockout, access to account) must be submitted to e-snaps@hud.gov.
- You must have a Unique Entity Identifier (UEI) and active SAM.gov registration.
- Complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).

1A. SF-424 Application Type

- 1. Type of Submission:
- 2. Type of Application: CoC Builds Project Application
- If Revision, select appropriate letter(s):
 - If "Other", specify:
- 3. Date Received: 06/25/2025
- 4. Applicant Identifier:
 - a. Federal Entity Identifier:
- 5. Federal Award Identifier:
- 6. Date Received by State:
- 7. State Application Identifier:

1B. SF-424 Legal Applicant

8. Applicant

- a. Legal Name: Palm Beach County Board of County Commissioners
- b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000785
- c. Unique Entity Identifier: XL2DNFMPCR44

d. Address

Street 1: 810 Datura Street, Suite 350

Street 2:

City: West Palm Beach

County: Palm Beach County

State: Florida

Country: United States

Zip / Postal Code: 33401

e. Organizational Unit (optional)

Department Name: Community Services

Division Name: Human Services

f. Name and contact information of person to be contacted on matters involving this application

Prefix: Ms.

First Name: Wendy

Middle Name: A

Last Name: Tippet

Suffix:

Title: Director of Human Services and Community Action

Organizational Affiliation: Palm Beach County Board of County Commissioners

Telephone Number: (561) 355-4772
Extension:
Fax Number: (561) 242-6986
Email: wtippett@pbc.gov

1C. SF-424 Application Details

9. Type of Applicant: B. County Government

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program
Assistance Listing: 14.267

12. Funding Opportunity Number: FR-6901-N-25A
Title: Continuum of Care Builds (CoC Builds)

13. Competition Identification Number:
Title:

1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (state(s) only): Florida
(for multiple selections hold CTRL key)
15. Descriptive Title of Applicant's Project: PBC La Quinta Inn PSH Renovation 2025
16. Congressional District(s):

16a. Applicant: FL-020, FL-021, FL-022, FL-023
16b. Project: FL-021
(for multiple selections hold CTRL key)
17. Proposed Project

a. Start Date: 10/01/2025
b. End Date: 09/30/2027
18. Estimated Funding (\$)

a. Federal:
b. Applicant:
c. State:
d. Local:
e. Other:
f. Program Income:
g. Total:

1E. SF-424 Compliance

19. Is the Application Subject to Review By State
Executive Order 12372 Process?

c. Program is not covered by E.O. 12372.

1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE: ☒

21. Authorized Representative

Prefix: Ms.
First Name: Maria
Middle Name: G.
Last Name: Marino
Suffix:
Title: Mayor
Telephone Number: (561) 355-2201
(Format: 123-456-7890)
Fax Number: (561) 355-6277
(Format: 123-456-7890)
Email: MMarino@pbc.gov
Signature of Authorized Representative: Considered signed upon submission in e-snaps.
Date Signed: 06/25/2025

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - form HUD-2880
U.S. Department of Housing and Urban Development
OMB Number: 2501-0044 Expiration Date: 2/28/2027

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: Palm Beach County Board of County Commissioners

Prefix: Ms.

First Name: Maria

Middle Name: G.

Last Name: Marino

Suffix:

Title: Mayor

Organizational Affiliation: Palm Beach County Board of County Commissioners

Telephone Number: (561) 355-2201

Extension:

Email: MMarino@pbc.gov

City: West Palm Beach

County: Palm Beach County

State: Florida

Country: United States

Zip/Postal Code: 33401

2. Employer ID Number (EIN): 59-6000785

3. HUD Program: Continuum of Care (CoC) Builds

4. Amount of HUD Assistance \$7,292,998.00
Requested/Received:

(Requested amounts will be automatically entered within applications)

5. State the name and location (street address, City and State) of the project or activity.

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity?
(For further information, see 24 CFR Sec. 4.3).
Yes
2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9.
Yes

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
Palm Beach County Board of County Commissioners	Cash	\$1,823,252.00	Purchase of building

Note: If additional sources of Government Assistance, please use the "Other Attachments" screen of the project applicant profile.

Part III Interested Parties

Do you need to disclose interested parties for this grant according to the criteria below? **No**

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate. Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

X

Name / Title of Authorized Official: Maria Marino, Mayor

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 06/25/2025

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Palm Beach County Board of County Commissioners

Program/Activity Receiving Federal Grant: CoC Program

Funding:

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees — (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted — (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will — (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

2. Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)
Workplaces, including addresses, entered in the attached project application.
Refer to addresses entered into the attached project application.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

X

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Authorized Representative

Prefix: Ms.
First Name: Maria
Middle Name G.
Last Name: Marino
Suffix:
Title: Mayor
Telephone Number: (561) 355-2201
(Format: 123-456-7890)
Fax Number: (561) 355-6277
(Format: 123-456-7890)
Email: MMarino@pbc.gov
Signature of Authorized Representative: Considered signed upon submission in e-snaps.
Date Signed: 06/25/2025

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: Palm Beach County Board of County Commissioners

Name / Title of Authorized Official: Maria Marino, Mayor

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 06/25/2025

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
Approved by OMB: 4040-0013 (exp. 02/28/2025)

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program?

No

Legal Name: Palm Beach County Board of County Commissioners
Street 1: 810 Datura Street, Suite 350
Street 2:
City: West Palm Beach
County: Palm Beach County
State: Florida
Country: United States
Zip / Postal Code: 33401

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete. ☒

Authorized Representative

Prefix: Ms.
First Name: Maria
Middle Name: G.
Last Name: Marino
Suffix:
Title: Mayor
Telephone Number: (561) 355-2201
(Format: 123-456-7890)
Fax Number: (561) 355-6277
(Format: 123-456-7890)
Email: MMarino@pbc.gov
Signature of Authorized Representative: Considered signed upon submission in e-snaps.
Date Signed: 06/25/2025

1K. SF-424B

(SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007
Expiration Date: 02/28/2025

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1.	Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2.	Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3.	Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4.	Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5.	Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6.	<p>Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination</p> <p>on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p>
7.	Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8.	Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
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9.

Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10.

Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11.

Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12.

Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13.

Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14.

Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15.

Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16.

Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17.

Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18.

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19.

Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify:

X

Authorized Representative for: Palm Beach County Board of County Commissioners

Prefix: Ms.

First Name: Maria
Middle Name: G.
Last Name: Marino
Suffix:
Title: Mayor
Signature of Authorized Certifying Official: Considered signed upon submission in e-snaps.
Date Signed: 06/25/2025

1L. SF-424D

Are you requesting CoC Program funds for construction costs in this application? Yes

(SF-424D) ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1.	Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2.	Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3.	Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4.	Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5.	Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6.	Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7.	Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8.	Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9.	Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

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10.

Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11.

Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12.

Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13.

Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14.

Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15.

Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16.

Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17.

Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18.

Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19.

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20.

Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify: ☒

Authorized Representative for: Palm Beach County Board of County Commissioners

Prefix: Ms.

First Name: Maria
Middle Name: G.



Last Name: Marino

Suffix:

Title: Mayor

Signature of Authorized Certifying Official: Considered signed upon submission in e-snaps.
Date Signed: 06/25/2025

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards: \$1,473,076

Organization	Type	Sub-Award Amount
Palm Beach County Housing Authority	La. Public Housing Authority	\$1,473,076

2A. Project Subrecipients Detail

a. Organization Name: Palm Beach County Housing Authority

b. Organization Type: La. Public Housing Authority
If "Other" specify:

c. Employer or Tax Identification Number: 59-1296315

d. Unique Entity Identifier: RNEHKJLS51N3

e. Physical Address
Street 1: 3333 Forest Hill Blvd
Street 2:
City: West Palm Beach
State: Florida
Zip Code: 33406

f. Congressional District(s): FL-022
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant,either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$1,473,076

j. Contact Person
Prefix: Ms.

First Name: Tammy
Middle Name:
Last Name: McDonald
Suffix:
Title: Chief Development Officer
E-mail Address: TMcDonald@pbchaf1.org
Confirm E-mail Address: TMcDonald@pbchaf1.org
Phone Number: 561-684-2160
Extension:
Fax Number:

2B. Experience of Applicant, Subrecipient(s), and Other Partners

1. Describe your organization's (and subrecipient(s) if applicable) experience in effectively utilizing Federal funds and performing the activities proposed in the application.

Palm Beach County’s Division of Human Services and its subrecipient, the Palm Beach County Housing Authority (PBCHA), have extensive experience managing federal funds and implementing programs aligned with the CoC Builds initiative. Together, they bring decades of expertise in developing affordable and supportive housing, delivering wraparound services, and administering federally funded housing and social service programs for vulnerable populations.

PBCHA has a strong track record in leveraging and utilizing federal resources to support the development and management of affordable housing projects across Palm Beach County. Examples include:

New South Bay Villas – A 131-unit community financed with \$18.5M in tax-exempt bonds, Low-Income Housing Tax Credits (LIHTC), and NSP2/NSP3 funds. All but one unit receive project-based vouchers. Onsite supportive services are tracked via an electronic system.

Westgate Plaza – An 80-unit senior development financed with \$7.4M in NSP2 funds, \$9M in bonds, and \$4.1M in equity from Wells Fargo. PBCHA maintains a 30% ownership and provides 80 project-based vouchers.

Covenant Villas – Revitalized through \$13.5M in LIHTC equity and renegotiated CDBG and SHIP loans, this formerly troubled 144-unit development now offers stable affordable housing.

Legacy at 45th Street – A 48-unit modular construction project utilizing over \$21M in federal, state, and local funding, designed to serve seniors, veterans, and persons with disabilities.

Quiet Waters and Windsor Arms – PBCHA provides permanent supportive housing for chronically homeless and medically fragile individuals, combining rental assistance with tailored services and partnerships.

PBCHA and the County have consistently paired federal investments with state, local, and private resources, demonstrating strong capacity for coordinated funding and fiscal stewardship.

The Division of Human Services complements these housing efforts with case management, SOAR benefits assistance, connections to health care via the Health Care District of Palm Beach County, and senior services tailored to individuals with complex needs.

The County and PBCHA maintain infrastructure for compliance, reporting, and evaluation. Their partnership integrates coordinated entry, behavioral health services, and cross-sector collaboration, ensuring a comprehensive approach to long-term housing stability.

Together, Palm Beach County and PBCHA possess the operational, financial, and programmatic capacity to manage federal funds responsibly and implement the proposed activities efficiently and with fidelity to HUD’s goals.

2. Describe your organization’s (and subrecipient(s) if applicable) experience in leveraging Federal, State, local and private sector funds.

Palm Beach County’s Division of Human Services, in collaboration with its subrecipient, the Palm Beach County Housing Authority (PBCHA), has a long-standing history of successfully leveraging Federal, State, local, and private sector funds to maximize the impact of housing and supportive services initiatives. This ability to braid funding streams has been central to their success in creating sustainable, affordable housing and wraparound supports for those at risk of or experiencing homelessness.

PBCHA has demonstrated strong capacity to leverage diverse funding sources in the development and rehabilitation of housing projects:

*New South Bay Villas: A 131-unit community financed through \$18.5 million in tax-exempt bonds (using LIHTC), federal NSP2/NSP3 funds, and public-private partnerships. PBCHA provided land and development expertise, with 130 units supported by project-based vouchers.

*Westgate Plaza: An 80-unit senior housing project leveraging \$7.44M in NSP2 funds, \$9M in bonds, and \$4.1M in equity from Wells Fargo. PBCHA provides 80 project-based vouchers and holds a 30% ownership interest.

*Covenant Villas: PBCHA and a private developer rehabilitated this 144-unit property using \$13.5M in LIHTC equity and renegotiated CDBG and SHIP loans.

*Legacy at 45th Street: A 48-unit modular development funded through \$21.75M in ARP, HOME, HOPWA, local, and private financing, led by PBCHA’s nonprofit affiliate, SPECTRA.

PBCHA has also secured competitive HUD grants for its public housing portfolio:

*Emergency Safety & Security Grants (2021, 2023): \$500,000 combined, with matching funds for surveillance upgrades.

*Housing-Related Hazards Grant (2022): \$4.86M for mold testing and remediation across multiple communities.

Supportive housing projects like Quiet Waters and Windsor Arms combine PBCHA vouchers with County and nonprofit contributions for operations and services. Residents receive case management, health care access, and daily living support. PBCHA and Palm Beach County further leverage resources through HUD programs such as EHV, FYI, Mainstream, and VASH, coordinating with CoC partners and nonprofits to integrate services and maximize housing retention.

For this proposed project, Palm Beach County will contribute \$1,823,252 to acquire the site—representing 25% of the HUD request—and has secured commitments from Families First, Triple H Ministries, and Community Partners for supportive services and rental assistance.

These examples demonstrate the County’s and PBCHA’s ongoing ability to braid funding sources across sectors to meet complex housing needs, deliver services, and sustain impactful outcomes.

3. Describe your organization's (and subrecipient(s) if applicable) financial management structure.

Palm Beach County operates under a structured and collaborative financial management system designed to ensure strong fiscal accountability, transparency, and compliance with applicable regulations. The County is governed by a seven-member elected Board of County Commissioners, which serves as the legislative and policy-setting body. The Board enacts laws, authorizes programs, and approves all expenditures of County funds. The County Administrator oversees the day-to-day operations of County government, including coordination among departments to effectively serve the public.

While departments maintain distinct functions, there is continuous interdepartmental coordination—particularly in financial processes—to ensure proper stewardship of public resources. The County's financial management infrastructure is characterized by robust internal controls and clear segregation of duties, involving multiple key entities:

- 1. Community Services Department (CSD) Fiscal Unit
 - *Maintains and monitors grant budgets
 - *Reviews and approves payment requests
 - *Submits approved requests to the Clerk & Comptroller for processing
 - *Performs annual grant reconciliation and financial reporting
- 2. Office of Financial Management and Budget (OFMB)
 - *Posts all approved budget amendments and transfers
 - *Conducts reviews related to the annual Single Audit and grant reconciliations
 - *Oversees long-term financial planning to ensure fiscal sustainability
- 3. Palm Beach County Clerk of the Circuit Court & Comptroller
 - *Provides final approval of payment requests
 - *Issues payments through the Payables Division
 - *Reconciles bank accounts through the Accounting & Financial Reporting Division
 - *Maintains and supports the Advantage Financial System via the Systems Support Division
- 4. Purchasing Department
 - *Serves as the centralized procurement authority for the County
 - *Ensures all bids, solicitations, and contract awards comply with procurement policies
 - *Provides oversight and guidance on vendor contracting and purchasing procedures

This integrated financial management structure ensures appropriate oversight at each stage of the process—from budget planning and procurement to payment and reconciliation. The use of multiple departments and systems provides a system of checks and balances that supports the County's commitment to fiscal responsibility and compliance with federal grant requirements.

4. Are there any unresolved HUD monitoring or No
OIG audit findings for any HUD grants (including
ESG) under your organization?

CoCBuilds Project Description

1. CoC Number and Name: FL-605 - West Palm Beach/Palm Beach County CoC
2. CoC Collaborative Applicant Name: Palm Beach County Board of County Commissioners
3. Project Name: PBC La Quinta Inn PSH Renovation 2025
4. Applicant Type: Non-Tribe
5. Project Status: Standard
6. Component Type: PH-PSH
7. Is your organization or expected subrecipient a victim service provider defined in 24 CFR 578.3 and uses a comparable HMIS database? No
8. Will funds requested in this new project application replace state or local government funds (24 CFR 578.87(a))? No - will not replace state or local funds
9. Will this project include replacement reserves in the Operating budget? Yes

Your project has a replacement reserve amount in the budget. In order to move to grant agreement, the repayment schedule, the total amount to be placed in reserve over the grant term and the scheduled payment amount, and the system or systems to be replaced and the useful life/lives of the system(s) must be attached in esnaps, and must be approved by HUD.

FAQ: Scheduled payments to a reserve fund for the repair of major building systems are an eligible cost for recipients of transitional or permanent supportive housing projects where the recipient or subrecipient owns or operates the building(s). The repayment schedule, the total amount to be placed in reserve over the grant term and the scheduled payment amount, the system or systems to be replaced and the useful life/lives of the system(s) must be included as an attachment, submitted as part of your project application and must be approved by HUD. The HUD-approved amount is the limit on how much of your grant funds can be put in reserve. The total amount to be deposited in the reserve and the scheduled payments must be based on the remaining useful life of the system the recipient that will be replaced and the expected replacement cost of that system, reduced by the interest income expected to be earned on the reserve account before the end of the useful life of the system (taking into account expected future deposits and cash disbursements).

Recipients must draw down these funds from LOCCS in accordance with the HUD-approved repayment schedule included in the application. Payments must be scheduled no less frequently than quarterly, as required by 24 CFR 578.85(c)(3). A recipient must maintain separate accounting records for the reserve (e.g., an accounting “fund”) that will segregate the accounting for deposit of grant funds and expenditure of amounts held in the reserve for replacement of the asset). When the major system for which the reserve was created must be replaced (e.g., the HVAC system), the recipient may use funds in the reserve account to pay for the replacement without prior approval from HUD, but must maintain documentation to support the expenditure of funds and the replacement of the system.

10. Is this project applying for Rural costs on screen 6A? No

11. Will any of the sites recorded in this project be located within an opportunity zone? No

Rating Factor V.A.1.a - Development Experience and Leveraging

V.A.1.a.i. Demonstrate the applicant, developer, and relevant subrecipients have experience with at least four other projects that have a similar scope and scale as the proposed project.
(Max 3500 characters)

Palm Beach County (PBC), in collaboration with the Palm Beach County Housing Authority (PBCHA), has successfully completed multiple projects comparable in scope and scale to the proposed CoC Builds initiative. PBCHA brings decades of experience in affordable housing development, project-based rental assistance, and coordination of wraparound supportive services.

New South Bay Villas is a 131-unit multifamily community developed on 11 acres in South Bay, Florida. PBCHA served as managing partner (51% ownership), contributing land and financing coordination. The project included 130 units with project-based vouchers, and received \$18.5M in tax-exempt bond financing through the Low-Income Housing Tax Credit (LIHTC) program. PBCHA implemented a comprehensive service delivery model focused on economic mobility, self-sufficiency, and health and education access, tracking individual outcomes through a case management system.

Westgate Plaza is an 80-unit senior housing development delivered through a public-private partnership between PBCHA and Landmark Development Corp. The \$25.5M project was financed with \$7.4M in federal NSP2 funds, \$9M in tax-exempt bonds, and \$4.1M in private equity from Wells Fargo. PBCHA contributed 80 project-based vouchers and maintains a 30% ownership interest.

Covenant Villas, located in Belle Glade, includes 144 affordable rental units across multiple bedroom sizes. PBCHA partnered with HTG to rehabilitate this formerly distressed asset, leveraging \$13.5M in LIHTC equity and renegotiating public CDBG, SHIP, and local loan obligations. PBCHA supports residents with 116 project-based vouchers and coordinated service access.

Legacy at 45th Street, a 48-unit affordable housing development for seniors, veterans, and families, is currently under development. Led by PBCHA's nonprofit affiliate, SPECTRA, Legacy integrates modular construction to reduce costs and time-to-occupancy. The \$21.75M project is funded by ARP, HOME, and HOPWA funds and includes site-specific design for accessibility and resiliency.

These projects demonstrate PBCHA's expertise in managing complex development projects that combine capital, operating, and service funding, and serve vulnerable populations through permanent housing models. They reflect the applicant team's ability to deliver high-quality, supportive housing at scale.

V.A.1.a.ii. Demonstrate that the applicant, developer, and relevant subrecipients have experience leveraging resources substantially similar to the funds being proposed in the current project. HUD will evaluate up to 3 examples of prior leveraging experience resources being leveraged for the proposed project. Examples of resources that will be considered include Low Income Housing Tax Credits, HOME, CDBG, Section 108, Section 202, and Section 811. (Max 3500 characters)

PBCHA and its partners have a proven track record of leveraging federal and local resources similar to those proposed in this application, including LIHTC, HOME, CDBG, and ARP. At New South Bay Villas, PBCHA utilized LIHTC and \$18.5M in tax-exempt bonds to finance development. In addition, the property's development was supported by NSP2 and NSP3 funds, comparable in structure and requirements to CDBG and HOME.

Westgate Plaza was developed with \$7.44M in NSP2 funding from Palm Beach County, \$9M in tax-exempt bonds, and \$4.1M in private equity. PBCHA contributed project-based vouchers and leveraged its ownership to ensure long-term affordability and supportive services for seniors.

Covenant Villas illustrates PBCHA's ability to rescue and reposition distressed properties using CDBG and SHIP-backed loans, which were successfully renegotiated to align with \$13.5M in LIHTC equity secured in partnership with HTG. The use of LIHTC was instrumental in the rehabilitation and financial stabilization of the property.

Legacy at 45th Street is a current example of PBCHA's leveraging of mixed federal and local resources. The \$21.75M project is funded by the Florida Community Loan Fund, ARP funds from Palm Beach County, and HOME and HOPWA funds from the City of West Palm Beach. The development is being led by SPECTRA and uses a publicly donated site, demonstrating layered public/private participation and strategic land use.

These four projects show PBCHA's strong familiarity with layered financing structures and compliance requirements associated with major federal programs. The applicant and subrecipient have consistently used such funds to produce and preserve affordable housing units with project-based rental assistance and service coordination—mirroring the proposed CoC Builds scope.

V.A.1.a.iii. Provide information regarding the availability of low-income housing tax credit commitments, project-based rental assistance, and other resources dedicated to the proposed project. Describe the dollar value of each of these commitments and describe the overall cost of the project, including the estimated cost per unit. In cases where the project includes more than one type of housing (e.g. townhouses and apartments), or has multiple sites, provide cost per unit information on each site or housing type to the extent possible. (Max 3500 characters)

The proposed CoC Builds project will convert an existing 114-room hotel into 114 single-room occupancy (SRO) permanent supportive housing (PSH) units for older adults (55+) with disabilities experiencing homelessness. The total project cost is estimated at \$9.2 million, which includes acquisition, rehabilitation, and initial operating costs, resulting in an approximate cost of \$80,786 per unit.

Palm Beach County has committed \$1,823,252 in local funds toward the acquisition of the property—representing 25% of the total HUD CoC Builds request and demonstrating strong public sector investment. While the project does not currently include Low-Income Housing Tax Credits (LIHTC), long-term sustainability is ensured through a blend of tenant rental contributions and project-based rental assistance.

Approximately 28 units are expected to be supported by Section 8 or HUD-VASH vouchers, which will cover a significant portion of rent for eligible participants. The remaining units will be supported through tenant contributions, with participants paying 30% of their income toward rent, in accordance with federal affordability standards. These rental revenues will fund ongoing property operations and maintenance beyond the initial three-year operating support period provided by CoC Builds funds.

This mixed-finance model—combining local government acquisition funds, tenant-based rental income, limited federal voucher assistance, and initial HUD CoC Builds funding—ensures long-term financial sustainability and minimizes reliance on federal operating subsidies.

Note: If the narrative response to Rating Factor 1 describes current properties under construction or rehabilitation where CoCBuilds funds could be used to obtain units, in addition to the criteria above, the response must also provide the following:

- the amount and type of funds being used to construct the property
- evidence of site control
- evidence of completed and approved environmental review
- identify the owner of the property and their experience with constructing or rehabilitation
- the number of units that will be finished using CoCBuilds funds

V.A.1.a.iv. Demonstrate that the project will primarily utilize non-federal (state, local, private) sources of funding to support the continued operation of the project.
(Max 3500 characters)

The proposed project will primarily rely on non-federal sources of funding to support ongoing operations following initial start-up assistance from the HUD CoC Builds program. Palm Beach County has committed \$1,823,252 in local funds to support the acquisition of the property, demonstrating a significant public investment and strong local commitment to the project's success.

While the project will request CoC Builds operating support during the first two years of operations, long-term sustainability will be achieved through rental income and local support. Of the 114 planned units, an estimated 28 units will utilize Section 8 or HUD-VASH vouchers, which provide tenant-based rental assistance. For the remaining units, tenants will contribute 30% of their income toward rent, in accordance with standard affordability guidelines. These tenant contributions are expected to provide a stable revenue stream to cover property management, maintenance, and supportive services.

The project will not rely on ongoing federal operating subsidies beyond the CoC Builds funds requested. After the initial two-year period, operations will be funded through rental income and local resources, positioning the project for long-term viability without dependence on additional federal support. The project is also pursuing supplemental support through state and local partnerships, including potential service funding aligned with the needs of older adults and people with disabilities.

This blended financing strategy—leveraging local acquisition funding, limited federal operating support, rental revenue, and targeted vouchers—ensures a diversified and sustainable model that reduces long-term reliance on federal funds.

Rating Factor V.A.1.b - Managing Homeless Projects

V.A.1.b.i. Describe experience managing at least 4 properties, that at a minimum includes how you determined the amount of rent to charge based on unit size, addressing program participant complaints, working with other service organizations that may have placed program participants in the units, and maintaining the properties.
(Max 3500 characters)

Palm Beach County Housing Authority (PBCHA) has extensive experience administering housing programs and supportive services for individuals and families experiencing homelessness, including those with disabilities. PBCHA’s capacity is demonstrated through properties like Windsor Arms Apartments and Quiet Waters, and its administration of critical programs including Emergency Housing Vouchers (EHVs), Foster Youth to Independence (FYI), Housing Opportunities for Persons with AIDS (HOPWA), Veterans Affairs Supportive Housing (VASH), and Mainstream Vouchers.

Windsor Arms Apartments, managed through PBCHA’s affiliate SPECTRA Management, LLC, serves 40 chronically homeless, medically fragile individuals. Developed in partnership with Sunview Medical and the City of West Palm Beach, PBCHA oversees 28 units, offering stable housing and services to residents identified through the City’s homeless outreach team. Participants benefit from the Pathway to Independence and Housing Stabilization Programs, which provide one year of rent, household items, case management, and life skills training. PBCHA is exploring property acquisition to preserve housing beyond the grant term.

Quiet Waters, located in Belle Glade, provides housing stability through a Project-Based Rental Assistance Voucher Program. PBCHA holds a Housing Assistance Payments (HAP) contract for all 93 units, including 74 for elderly or disabled families and 47 dedicated to elderly and/or disabled homeless individuals. Residents receive robust wraparound services including:

- *Onsite kitchen and daily structured activities
- *Quarterly health screenings and on-site doctor access
- *Resident-planned programs and nutrition classes (via UF and PBC DOSS)
- *Referral assistance and intensive case management (1:25 ratio)

These services, combined with housing support, promote long-term stability and well-being. PBCHA will replicate similar supports at the proposed project. In addition, PBCHA administers the Emergency Housing Voucher (EHV) program, funded through the American Rescue Plan Act, prioritizing individuals and families who are homeless, at risk of homelessness, or fleeing violence or trafficking. PBCHA works closely with the County’s CoC partners to coordinate placements and ongoing services.

PBCHA also manages the Mainstream Voucher Program for non-elderly persons with disabilities, including those transitioning from homelessness or institutions. Participants receive housing assistance integrated with individualized supportive services that promote long-term housing success. Through the FYI, VASH, HOPWA, and YouthBuild programs, PBCHA supports individuals of various ages who face housing instability and need case management, care coordination, and life skill development. These programs ensure access to permanent housing, income benefits, healthcare, and education.

Across all properties and programs, PBCHA follows HUD guidelines by setting rents at 30% of household income based on unit size. Services include mental health support, life skills training, and individualized case planning to ensure residents achieve independence. PBCHA maintains a resident-centered service approach. Its formal complaint escalation protocol outlines clear staff responsibilities for timely resolution. Residents have access to a 24-hour answering service and can submit maintenance requests online. Emergency maintenance is available after hours,

weekends, and holidays to ensure a safe environment.

V.A.1.b.ii. Describe the type and frequency of supportive services that will or have been made available (e.g., case management, life skills, health care). See 24 CFR part 578.53 for the full list of CoC Program eligible supportive services. State whether your organization or another organization has provided, or will provide supportive services. If other organizations provide some or all of the supportive services, provide the organization(s) name, address, email address, and phone number. If your organization will provide direct supportive services with CoCBuils funds, you must include the supportive services on the supportive services budget in e-snaps.
(Max 3500 characters)

Supportive services for participants will be provided primarily by the Palm Beach County Division of Human Services and Community Action, with a focus on ensuring housing stability, increasing self-sufficiency, and promoting well-being. Services will be person-centered and trauma-informed, tailored to each participant's needs, and delivered both on-site and in the community.

Case management services will be provided on an ongoing basis. Participants will receive intensive support at least bi-weekly during the initial transition period, and then at least monthly—more frequently if needed or desired—as they stabilize in permanent housing. Case managers will assist participants with a wide range of individualized supports, including:

- *Household management and budgeting
- *Navigating and accessing community resources
- *Recreation and social planning
- *Crisis intervention and service coordination

Participants will also receive assistance in accessing comprehensive health care services, including medical, dental, and behavioral health care. The Health Care District of Palm Beach County provides many of these services at low or no cost to eligible individuals and families experiencing homelessness. The Health Care District is a key community partner that delivers primary and preventive care tailored to vulnerable populations.

To support income growth and benefit access, case managers will also provide or coordinate assistance with SSI/SSDI application support through the SOAR (SSI/SSDI Outreach, Access, and Recovery) model. This evidence-based practice is a central strategy for increasing long-term income stability and reducing barriers to supportive housing retention.

In addition, participants will have access to Palm Beach County Senior Service Centers, which offer a variety of enriching programs and supports, including:

- *Health promotion and fitness activities
- *Recreational programs and special events
- *Opportunities for local travel and social engagement

All supportive services will be delivered by Palm Beach County or in collaboration with key community partners. Services that will be funded through the CoCBuilds program are reflected on the supportive services budget in e-snaps.

For reference, the lead supportive service provider is:
Palm Beach County Division of Human Services and Community Action
810 Datura Street, West Palm Beach, FL 33401

This comprehensive approach ensures participants receive the wraparound services necessary to achieve housing stability, improve quality of life, and integrate fully into the community.

V.A.1.b.iii. Describe the methods of transportation that have been and will be available for program participants to travel to doctor appointments, recreation, public services (e.g., post office, library), shopping, other services, etc. If public transportation is available, indicate the hours of operation and the distance from the units.
(Max 3500 characters)

Palm Beach County offers a robust and accessible public transportation system through Palm Tran, a fixed-route bus service that provides comprehensive coverage throughout the county. This system enables program participants to access a wide range of essential destinations, including medical appointments, recreational facilities, public services (such as libraries and post offices), grocery stores, and other key community resources.

The proposed project site is well-situated in terms of transit accessibility. The nearest Palm Tran bus stop is located approximately 350 yards from the property, an estimated four-minute walk along pedestrian sidewalks. This stop connects to several major transit routes that operate seven days a week, providing reliable transportation options throughout the day and evening. Palm Tran’s standard operating hours typically span from 5:00 AM to 10:00 PM, with slightly reduced hours on Sundays and holidays. These hours support a wide range of scheduling needs for participants, including early morning appointments and evening shift work.

If needed, and in response to demand generated by project occupancy, the program may submit a request to Palm Tran to consider establishing a closer bus stop to the property in the future. Palm Tran regularly works with community stakeholders to ensure that new developments are well-integrated into the transit network.

In addition to the fixed-route system, Palm Beach County operates Palm Tran Connection, a paratransit service that provides curb-to-curb transportation for individuals with disabilities who are unable to use the fixed-route system. This service ensures that all program participants, regardless of mobility limitations, will have equitable access to critical services and community activities.

To further support transportation needs, the program will provide bus passes to participants as needed to eliminate cost barriers. Additionally, a shuttle service will be made available to assist with travel to nearby amenities, such as grocery stores, pharmacies, and other essential destinations not directly served by transit or for participants who may face difficulty navigating public transportation.

Together, these transportation options ensure that program participants will have multiple, reliable, and accessible ways to connect with the services and supports necessary for housing stability, health, and community integration.

Rating Factor V.A.1.c - Implementation Schedule

Enter a date for each applicable field.

Please select the capital costs that will be occurring at this site. Select the checkbox of the capital cost that is being requested. Once a checkbox is requested, a milestone grid will appear to fill out. Based on the checkbox that is selected, only that capital cost will need date entries for all fields entered for the milestones. Additionally, all entries MUST have site control.

Each site must have its own entry. For example, if two sites are identified to be requesting CoC Builds funds, you must have at least two entries on this screen.

Lastly, New construction cannot be combined with Acquisition and Rehabilitation in the same site. This does not mean you cannot have New Construction in a project that also includes Acquisition and Rehabilitation. The New construction would have to occur at a different site than where the Acquisition or Rehabilitation is occurring.

For more information, please reference the Detailed Instructions.

Name of Structure
La Quinta Inn

Rating Factor V.A.1.c - Implementation Schedule

Complete the following project milestones connected to New Construction, Acquisition and Rehabilitation.

Name of Structure: La Quinta Inn
Street Address 1: 5981 Okeechobee Blvd
Street Address 2:
City: West Palm Beach
County: Palm Beach County
State: Florida
Zip Code: 33417
Site Control: Yes

New Construction: ☐
Acquisition: ☐
Rehabilitation: ☒

Rating Factor V.A.1.c - Implementation Schedule Table

Estimated Activity Date	Rehabilitation
Date Site Control was Obtained	03/18/2025
Environmental Review	03/03/2025
Execution of Grant Agreement	09/01/2025
Estimated Begin (Start) Date	10/01/2025
Estimated End (Completion) Date	09/30/2027
Anticipated Date the Jurisdiction will issue the occupancy certificate	01/30/2026
Date property will be available for program participant move-in	02/27/2026

Rating Factor V.A.1.d - Property Maintenance

V.A.1.d. i. Describe how the property will be maintained annually and repairs needed are conducted (e.g., checking for roof leaks, routine maintenance for heating and cooling).
(Max 3500 characters)

The property will be maintained in accordance with a Property Management Agreement between SPECTRA Management, LLC—an affiliate of the Palm Beach County Housing Authority—and the property owner. SPECTRA Management will be responsible for overseeing the day-to-day operations, preventive maintenance, and timely repairs to ensure the property remains safe, functional, and well-maintained for all residents.

An annual operating budget will be developed to guide all aspects of property management, including staffing, utilities, routine maintenance, and capital repair planning. The management team will implement a preventive maintenance schedule that includes regular inspections of major building systems and components, such as:

- *Roofing and drainage systems (checked for leaks, wear, and proper function)
- *Heating, ventilation, and air conditioning (HVAC) systems (serviced seasonally to ensure year-round performance)
- *Plumbing and electrical systems (routinely inspected and serviced)
- *Life safety systems, including fire alarms, smoke detectors, and emergency lighting (tested and maintained in compliance with code)
- *Common areas and grounds, including landscaping, lighting, and waste management

Repairs and maintenance requests from residents will be tracked and addressed promptly through a work order system, ensuring responsiveness and documentation. Emergency repairs will be prioritized to mitigate safety risks or disruptions in essential services.

This application requests operating funds for the first two years during the property’s rehabilitation and operation. During this initial period, operating subsidies will support the implementation of a comprehensive property management plan. In subsequent years, rental income will serve as the primary revenue source for covering ongoing maintenance, repair costs, and operational needs.

This structured approach to maintenance and repair will support the long-term viability of the property and provide residents with a safe, dignified, and well-managed living environment.

V.A.1.d.ii. Identify the sources of funds and amount that will be used and whether there will be a reserve fund established specifically for maintenance and repair of proposed units.
(Max 3500 characters)

The property will be maintained in a decent, safe, and sanitary condition and kept in a rentable state of repair at all times. Ongoing maintenance will include, but is not limited to, cleaning, painting, plumbing, carpentry, landscaping, and general upkeep to ensure both habitability and curb appeal. A strong emphasis will be placed on preventive maintenance to extend the life of building systems and reduce long-term repair costs.

Maintenance and repairs will be overseen by the property management agent, who will coordinate and supervise all routine and preventive maintenance activities. For specialized work and repairs beyond the scope of regular maintenance personnel, the management agent will contract with qualified, licensed independent contractors, particularly for major mechanical systems and extraordinary repairs.

Funding to support these activities will initially come from operating support requested in this application for the first two years post-renovation. After that period, rental income will be used to cover ongoing maintenance and repair expenses as part of the annual operating budget.

Additionally, a dedicated reserve fund for maintenance and repairs will be established and maintained as part of the property's long-term financial strategy. This reserve will be used to cover capital replacements and major repair needs over time, ensuring the property remains in good condition and financially sustainable well into the future.

V.A.1.d.iii. Describe how the project will cover replacement costs (e.g., replacing broken or damaged appliances, major equipment). Indicate if there will be funds provided from other sources and what those sources will be. (Max 3500 characters)

A replacement reserve account will be established and funded on a monthly basis to ensure the long-term availability of resources for capital repairs and the replacement of major systems and appliances. This reserve will be a critical component of the property’s financial planning, supporting the ongoing upkeep and sustainability of the project.

To manage and anticipate replacement needs, the following maintenance and capital planning procedures will be implemented:

- *A Capital Needs Assessment (CNA) will be conducted at project initiation and updated every 10 years to assess the property’s physical condition, identify potential maintenance and replacement issues, and inform adjustments to the replacement reserve funding strategy.
- *The property management and maintenance team will conduct comprehensive annual unit inspections, with additional inspections as needed. Any deficiencies identified will be addressed within 30 days to prevent deterioration or further damage.
- *Monthly inspections of common areas (e.g., hallways, laundry rooms, maintenance rooms, mechanical spaces, and shared community areas) will be conducted to ensure safe and clean conditions.
- *Monthly systems inspections will focus on the proper functioning of shared systems including HVAC units, water heaters, major appliances, and emergency and exit lighting.
- *Weekly inspections of the grounds will be conducted, covering parking areas, landscaping, sidewalks, and other exterior common areas. These inspections will check for safety hazards such as trip risks, graffiti, oil damage, excessive debris, or signs of loitering.
- *Monthly exterior lighting inspections will take place after dark to ensure sufficient nighttime visibility and resident safety.
- *Service contracts will be maintained for fire alarm and suppression systems, including regular testing and maintenance.
- *Stove-top fire stops will be installed in every unit to mitigate the risk of kitchen fires.
- *Management will strictly enforce lease terms regarding tenant responsibility for property misuse or damage, helping to protect the longevity of appliances and building components.
- *A preventive maintenance schedule for HVAC systems will be implemented, including routine filter replacements, cleaning of exterior condensing units, and annual coil cleanings.
- *During HVAC filter changes, maintenance staff will inspect the toilet flapper ball, faucets, and water heater temperature-pressure relief (TPR) valves for leaks or wear.
- *A professional extermination contract will be maintained to ensure routine, preventive pest control throughout the property.
- *An elevator maintenance and inspection contract will be established with a licensed vendor, ensuring compliance with safety codes and uninterrupted service.
- *Residents will have access to a 24-hour answering service for submitting routine service requests, as well as an online portal for convenience and accessibility.
- *Emergency maintenance services will be available 24 hours a day, including weekends and holidays, to respond promptly to urgent repair needs and ensure resident safety and comfort.

Funding for these activities will initially be supported by operating support

requested through this CoC Builds application. Over time, rental income and reserves will be the primary sources for covering replacement costs and long-term capital repairs.

Rating Factor V.A.1.e - Unmet Housing Need

V.A.1.e. i. Describe the population that will be served by the project and the level of unmet need for new units of permanent supportive housing in your area for that population.
(Max 3500 characters)

This project will serve individuals who are 55 years of age and older, have a disability, and are experiencing homelessness. This vulnerable population often faces compounded barriers to housing stability, including fixed or limited incomes, chronic health conditions, and a lack of accessible, affordable housing options.

The proposed project will convert an existing hotel into 114 Single Room Occupancy (SRO) apartments specifically designed to meet the needs of this population. Of the total units, at least 28 units (the first floor) will be fully accessible to individuals with mobility impairments, ensuring compliance with ADA standards and promoting inclusive housing opportunities.

Palm Beach County is experiencing a severe and ongoing shortage of affordable and supportive housing, particularly for older adults with disabilities. According to recent data from the local Continuum of Care (CoC), the demand for Permanent Supportive Housing (PSH) far exceeds current supply, with older adults representing a growing segment of the unhoused population. This project directly responds to that unmet need by increasing the stock of PSH units and providing housing tailored to the unique needs of older adults with disabilities.

Comprehensive wraparound supportive services will be delivered on-site and through community-based providers. These services will be designed to promote housing stability, independence, and improved health outcomes, and may include case management, benefits navigation, health care coordination, and life skills support.

By addressing both the housing and service needs of a highly vulnerable population, this project will play a critical role in reducing homelessness among older adults with disabilities in Palm Beach County and supporting long-term stability for those who are often left behind in the housing market.

V.A.1.e.ii. Using the PIT Count and HIC information, estimate the gap between the number of units of permanent supportive housing available and the number of homeless individuals and families experiencing homelessness where at least one household member has a disability.
(Max 1000 characters)

The 2025 PIT Count identified 790 individuals experiencing homelessness with a disability in Palm Beach County, including 283 individuals (36%) aged 55 or older. The CoC’s By-Name List currently includes 370 older adults with disabilities, highlighting a substantial and ongoing unmet need for Permanent Supportive Housing (PSH). While the County has 1,053 PSH units, all are currently fully occupied, leaving no available units to meet the current demand. Among older adults identified in the PIT, 51% reported a substance use disorder, 30% a mental health condition, and 33% a physical disability—underscoring the need for both accessible housing and integrated behavioral health services. This project will add 114 PSH units, specifically designed to support older adults with disabilities, and will provide comprehensive wraparound services to promote housing stability and long-term wellness.

Rating Factor V.A.1.f - Management of Rental Housing

V.A.1.f. i. Describe the rental housing projects recipient or subrecipients have managed. If you have or will partner with other organization(s) within the CoC to manage a property(s), provide the organization's information, type of program participants assisted, and experience.
(Max 3500 characters)

Palm Beach County Housing Authority ("PBCHA") and/or its affiliate, SPECTRA Management, LLC have managed low income and affordable rental housing for over 50 years. PBCHA has not partnered with other organizations within CoC to manage properties.

The properties currently managed are:

- New South Bay Villas, a 131-unit LIHTC community in South Bay, Florida. This community consists of one- to four-bedroom units, 100% LIHTC with 50% and 60% income and rent limits. Of these, 130 units benefit from Project Based Vouchers.
- Public Housing properties include Dyson Circle, Schall Landings and Drexel Apartments in West Palm Beach, Seminole Manor in Lantana and Scattered Sites in Boynton Beach. This portfolio consists of 428 Low Income Public Housing apartments subsidized by HUD, with a mixture of senior citizen apartments, family units of up to five bedrooms, and single-family homes. Supportive services are provided at several of the communities.
- Banyan Club Apartments, a non-subsidized 148-unit affordable housing community for persons at or below 60% of the AMI. This community consists of one- and two-bedroom family apartments in West Palm Beach.
- Windsor Avenue Apartments, a 28-unit property of 26 one bedroom and 2 two-bedroom apartments housing homeless persons in West Palm Beach. Rents are 100% subsidized by City and County grant programs.

V.A.1.f.ii. Describe the number of grants for affordable housing awarded over the last three years, total amount of awards, and the type of subsidy funding or financing provided for housing.
(Max 3500 characters)

In addition to annual formula Capital Fund Program grant awards of \$1.6 Million or more over the last three years for its public housing portfolio, PBCHA has applied for and been awarded grants as follows for its affordable housing units:

- 2021 Emergency Safety and Security Grant - \$250,000. PBCHA provided a match and utilized the funds to provide cameras and lighting for the Dyson Circle community.
- 2022 Housing Related Hazards Grant - \$4,864,234. This grant is for the testing, mitigation and remediation of mold hazards in Dyson Circle, Schall Landings, Seminole Manor and Scattered Sites SFHs.
- 2023 Emergency Safety and Security Grant - \$250,000. PBCHA provided a match and the funds will be utilized to provide cameras and lighting for the Seminole Manor community.

**V.A.1.f.iii. Specify the number of assisted and non-assisted units in each property listed above.
(Max 3500 characters)**

A total of 735 units across the properties listed are assisted, and all are subsidized. There are no non-assisted units included in these properties. The breakdown by property is as follows:

- New South Bay Villas includes 131 assisted units, all of which are subsidized. Of these, 130 units utilize Project-Based Vouchers (PBVs) administered by the Palm Beach County Housing Authority (PBCHA).
- The PBCHA’s public housing sites at Dyson Circle, Schall Landings, and Drexel Apartments comprise a combined total of 428 assisted units, all of which are subsidized through the public housing program.
- Banyan Club Apartments includes 148 assisted units, all of which are subsidized. These units are designated for low-income households and benefit from federal rental assistance.
- Windsor Avenue Apartments includes 28 assisted units, also fully subsidized, supporting households with very low incomes.

In summary, all 735 units identified across these developments are assisted and receive ongoing subsidy support, either through project-based vouchers or public housing/rental assistance programs. There are no market-rate or unsubsidized units included in the current portfolio referenced in this application.

Rating Factor V.A.1.g - Coordinated Entry

V.A.1.g. Demonstrate how the project will use the CoC's coordinated entry process, or in the case of victim service providers, another coordinated entry process that meets HUD's minimum requirements, to refer individuals and families experiencing homelessness in the new PH-PSH units.
(Max 3500 characters)

Palm Beach County's Continuum of Care (CoC) utilizes a robust, coordinated entry system (CES) that ensures equitable access to housing and services for individuals, families, and youth experiencing or at risk of homelessness across all 39 municipalities and unincorporated areas. The CES is designed to prioritize those with the greatest need and vulnerability, utilizing standardized tools and consistent procedures to assess, refer, and connect individuals to low-barrier, permanent housing solutions that reduce the duration and recurrence of homelessness.

The CES is jointly operated by Gulfstream Goodwill Industries and Adopt-A-Family of the Palm Beaches, which manage the Homeless Resource and Referral Center. This centralized hub is accessible 24 hours a day, 7 days a week. Individuals experiencing homelessness, or those at risk, may call to speak with trained Navigators, who assess immediate needs, provide resource information, make referrals, and enroll eligible individuals onto the community's By-Name List. Navigation services are available in English, Spanish, and Haitian Creole to ensure language access across diverse populations.

From the By-Name List, the CoC generates an Acuity List that prioritizes households for housing interventions based on factors such as length of time homeless, chronic homelessness status, vulnerability, and special population indicators. Standardized assessment tools such as the VI-SPDAT, TAY-VI-SPDAT, and F-VI-SPDAT are used to determine placement and service need.

Three times weekly, the CoC conducts coordinated case conferencing sessions with representation from all homeless service providers, including those offering street outreach, emergency shelter, rapid rehousing, and permanent supportive housing. During these meetings, program openings are announced and matched to eligible participants from the Acuity List based on prioritization. The agency receiving the referral is responsible for outreach and engagement with the referred individual.

In addition to the centralized access system, dedicated outreach teams—many of whom include staff with lived experience—actively engage individuals across the county. Outreach workers assist with connecting individuals to services, completing CES assessments, enrolling people onto the By-Name List, and offering navigation supports. These teams also serve as a critical access point for those who are unsheltered or disconnected from traditional service entry pathways.

This proposed Permanent Supportive Housing (PSH) project will fully integrate with the CES. Referrals for the 114-unit project will be made through the existing prioritization and case conferencing structure, ensuring that individuals aged 55 and older with disabilities who are experiencing homelessness are appropriately matched. As part of the engagement process, navigators and outreach staff will inform eligible individuals of the opportunity to reside at the new PSH site. Those interested will be offered the opportunity to visit the location to determine compatibility with their needs and preferences, further ensuring a person-centered housing placement.

By aligning with the CoC's established CES protocols and leveraging existing outreach, navigation, and assessment infrastructure, the project ensures fair, transparent, and efficient access to housing for those most in need.

Coordination with Housing Providers, Healthcare Orgs, and Social Service Providers

V.A.1.h.i. Demonstrate either that:

- the project is leveraging non-CoC funded housing resources through coordination with housing providers, and other organizations for new construction, acquisition, and rehabilitation to provide at least 50 percent of the amount being requested in the application, or
- the project is leveraging non-CoC funded housing resources to provide subsidies for at least 25 percent of the units that are proposed in the application.

You must attach letters of commitment, contracts, or other formal written documents that demonstrate the percentage of subsidies or number of units being provided to support the project.
(Max 3500 characters)

Palm Beach County will leverage substantial non-CoC resources to support this Permanent Supportive Housing (PSH) project. The County has committed to purchasing the property for \$16,700,000, which represents a local investment equal to 223% of the CoC funding requested in this application. This significant contribution demonstrates strong public support and far exceeds HUD's threshold for leveraging non-CoC housing resources for new construction, acquisition, or rehabilitation.

In addition to the County's capital investment, several community-based organizations will provide in-kind and direct service contributions to support project operations and ensure long-term resident stability:

Families First of Palm Beach County, a nonprofit agency with extensive experience serving homeless individuals and families, has committed to providing behavioral health services and health care referrals valued at \$87,000. These services will support tenants' overall wellness and housing retention.

Triple H Ministries, a faith-based nonprofit organization, will provide ongoing health education, wellness counseling, and referral services. Their holistic approach to health will enhance the wraparound support available to residents.

Community Partners of South Florida, a leading regional nonprofit with expertise in housing and behavioral health, has agreed to provide financial support for rental assistance. This contribution will help subsidize units and reduce financial barriers for residents transitioning from homelessness to permanent housing.

In addition to these confirmed partnerships, Palm Beach County and the Palm Beach County Housing Authority (PBCHA) will continue to collaborate with housing providers, health care systems, and other local nonprofit organizations to secure additional leveraged resources for both capital and supportive services. These partnerships will ensure the long-term viability and effectiveness of the project.

The combination of capital investment, in-kind services, and rental assistance from non-CoC sources clearly demonstrates that this project meets—and substantially exceeds—the threshold of leveraging at least 50% of the amount requested in this application through non-CoC housing resources. Moreover, this project aligns with the broader goals of the CoC to strengthen cross-sector collaboration, reduce chronic homelessness among older adults with disabilities, and increase the stock of accessible, service-enriched affordable housing.

Use the following table to document sources of funding such as HUD funds (CDBG Low Income Tax Credit, HOME, etc), Other Federal funds, State/Local/Tribal funds, Other funds (Private and Public), and Program Income. This information is used to evaluate the sources of non-CoC funding leveraged by the applicant to support the development and operation of the project.

Eligible Costs	Quantity & Description (max 2000 characters)	Assistance Available
Other HUD Funds	N/A	\$0
Other Federal Share	CoC Builds Grant Request	\$7,292,998
State Share	N/A	\$0
Local/Tribal Share	Palm Beach County's 25% match	\$1,823,252
Other	Local nonprofit organizations to provide supportive services - in kind	\$211,800
Program Income	Program gross total income - estimated	\$984,000
Total Available		\$10,312,050

V.A.1.h.ii. Demonstrate through written commitment from healthcare organizations, social service provider, or other organization:

- Demonstrate access, via healthcare organizations, social service provider, or other organizations, to health and supportive services (e.g., supportive services, home-based and long-term services and supports, primary and medical care, behavioral health, substance use disorder treatment and recovery, and other services);
- The value of assistance being provided is at least an amount that is equivalent to at least \$7,500 per unit included in the proposed project; and
- You must attach letters of commitment, contracts, or other formal written documents that demonstrate the services being provided and value of the assistance being provided per unit included in the proposed project.

(Max 3500 characters)

The Palm Beach County Housing Authority (PBCHA), in its role as a housing provider, maintains strong partnerships with a wide network of healthcare and social service organizations to support older adults (55+) with disabilities who are experiencing homelessness. These partnerships are integral to ensuring that residents in PBCHA-supported housing have access to comprehensive health and supportive services, including behavioral health care, primary and specialty medical care, substance use disorder treatment and recovery, case management, and other essential supports.

PBCHA delivers housing solutions through its Housing Choice Voucher Program and Public Housing portfolio. Several properties specifically serve older adults and individuals with disabilities, including:

- *Drexel Senior Apartments – 100 units (100% Project-Based Vouchers)
- *Quiet Waters Senior Apartments – 93 units
- *Westgate Plaza Senior Apartments – 80 units
- *Lake Worth Towers – 195 units

Additionally, 29% of PBCHA’s Housing Choice Vouchers are allocated to seniors aged 55 and older. PBCHA’s Resident Services, Housing Choice Voucher, and Public Housing departments work closely with community-based service providers to offer robust outreach and referral services. Partner organizations include:

- *Families First of Palm Beach County
- *SOMA Medical Services
- *Devoted Health
- *Heart, Health & Healing
- *Pivotal Life Insurance
- *United Way of Palm Beach County
- *Restoration Bridge
- *Palm Beach County Community Services Department
- *Rebel Recovery Florida
- *Palm Beach County Substance Abuse Coalition
- *AARP

These partners provide an array of services, including in-home medical care, behavioral health and substance use treatment, wellness education, health insurance navigation, benefits counseling, nutritional support, and peer recovery services. Through these collaborations, residents have consistent and coordinated access to the care and services necessary to maintain housing stability and improve health outcomes.

The combined value of the health and supportive services being committed to this project meets or exceeds \$7,500 per unit, consistent with HUD’s requirements. Formal letters of commitment from participating organizations outlining the scope and value of services provided will be submitted as supporting documentation to this application.

Rating Factor V.A.1.i - Community Integration for
Persons with Disabilities

V.A.1.i.i. Demonstrate how permanent supportive housing will enable program participants to make meaningful choices about housing, health care, and long-term services and supports that will allow them to fully participate in the community.

The response should include how the PSH units will ensure non-segregation of individuals and families experiencing homelessness where at least one household member has a disability.

Additionally, the response should state whether the PSH units will be part of mixed-use development, meaning individuals and families that will reside in the units are not all disabled.
(Max 3500 characters)

The proposed Permanent Supportive Housing (PSH) project is designed to promote autonomy, community integration, and meaningful choice in housing, health care, and supportive services. Every effort will be made to ensure that residents are not segregated based on disability status and are able to fully participate in community life.

All participants will receive individualized case management services tailored to their needs and preferences. Case managers will support participants in identifying and accessing available health care services, long-term supports, and housing options. This person-centered approach empowers participants to make informed decisions about their care and living arrangements and supports their long-term stability and independence.

Residents will have the option to remain in the PSH units for as long as they choose or to transition to other housing options if and when they feel ready. For those who desire more independent or scattered-site housing, Housing Specialists will provide relocation support and help identify units that align with the participant's goals, including options outside of this development.

All 114 units in the development will be designated as PSH units for individuals aged 55 and older with disabilities who are experiencing homelessness. The project is designed to foster independent living within a supportive community setting, while ensuring integration into the broader neighborhood. Residents will live in their own private units and engage with services and supports as needed, without being isolated from the general community.

The property is ideally located to support community integration, with walkable access to grocery stores, restaurants, a library, and a community health clinic. A regularly scheduled shuttle service will be available for transportation to these locations. Additionally, a senior center offering recreational opportunities and social services is located nearby and is accessible via public transportation.

The project embraces Housing First principles and ensures that all supportive services are voluntary, flexible, and responsive to residents' evolving needs. By providing choice, promoting independence, and locating housing within a vibrant, accessible neighborhood, this project will enable participants to live with dignity, pursue personal goals, and participate fully in community life.

Rating Factor V.A.1.j - Section 3 Requirement

V.A.1.j.i. Describe the actions that will be taken by project applicants to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and HUD's implementing rules at 24 CFR part 75 to provide employment and training opportunities for low- and very low-income persons, as well as contracting and other economic opportunities for business that provide economic opportunities to low- and very low-income persons.
(Max 3500 characters)

Palm Beach County and the Palm Beach County Housing Authority (PBCHA) are fully committed to complying with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD’s implementing regulations at 24 CFR Part 75. These policies are integrated into the County and PBCHA’s procurement and contracting processes to ensure that employment, training, and economic opportunities are provided to low- and very low-income individuals, particularly those residing in the neighborhoods or service areas in which HUD-assisted projects are located.

PBCHA prioritizes hiring residents of its properties and other low-income individuals within the project area for employment opportunities related to construction, rehabilitation, and operations. In addition, PBCHA gives preference to businesses that are owned by, or that substantially employ, low-income residents in the project area, as well as minority-owned and women-owned businesses, when awarding contracts.

All vendors and contractors engaged by PBCHA are required to comply with Section 3 requirements. This includes disclosing the number of employees who meet local Area Median Income (AMI) criteria and making good faith efforts to recruit, train, and hire Section 3 residents. Vendors must also attempt to subcontract with businesses that are Section 3 certified or meet eligibility criteria, further extending economic opportunities to target populations.

PBCHA’s contracting protocols require vendors to certify that there are no contractual or operational barriers preventing compliance with Section 3. Vendors are also prohibited from filling any vacant employment or training positions with individuals in violation of Section 3 requirements and are not permitted to subcontract with firms known to have violated Section 3 provisions.

Further strengthening its commitment to Section 3 goals, PBCHA was awarded a \$1.5 million U.S. Department of Labor YouthBuild grant. This grant supports education, training, and employment opportunities for young people facing barriers to employment, including those experiencing homelessness or involvement in the justice system. YouthBuild participants are considered “Targeted Section 3 Workers” under HUD guidelines and benefit from direct career development opportunities aligned with the construction and housing industry. This initiative helps prepare them for quality jobs and successful long-term employment in critical sectors.

Through these practices and programs, PBCHA and Palm Beach County are ensuring that HUD-assisted projects generate meaningful employment and economic advancement opportunities for low-income residents and Section 3 businesses, contributing to community development and long-term economic mobility.

4A. Funding Request

1. Will it be feasible for the project to be under grant agreement by September 15, 2025? Yes

2. Select a grant term: 2 Years

* 3. Select the costs for which funding is requested:

New Construction	<input type="checkbox"/>
Acquisition	<input type="checkbox"/>
Rehabilitation	<input checked="" type="checkbox"/>
Project Based Rental Assistance	<input type="checkbox"/>
Supportive Services	<input checked="" type="checkbox"/>
Operating	<input checked="" type="checkbox"/>
HMIS	<input type="checkbox"/>
VAWA	<input type="checkbox"/>
Rural	<input type="checkbox"/>
URA	<input type="checkbox"/>

4D. Rehabilitation Budget

		Applicant
Total Annual Assistance Request:		\$2,917,203
Grant Term:		2 Years
Total Request for Grant Term:		\$5,834,406
Total Units:		114
Total Beds:		114
Structure Name	Total Annual Assistance	Total Assistance
La Quinta Inn	\$2,917,203	\$5,834,406

Rehabilitation Budget Detail

Complete the following fields related to the funds being requested for new construction of the new project.

Name of Structure: La Quinta Inn

Street Address 1: 5981 Okeechobee Blvd

Street Address 2:

City: West Palm Beach

County: Palm Beach County

State: Florida

Zip Code: 33417

Units: 114

Beds: 114

Housing Type: Clustered apartments

Site Control: Yes

Any staff and overhead cost directly related to the development activities (new construction, rehabilitation, or acquisition), or to the other eligible activities listed in the CoC Builds NOFO, would be an eligible cost of that activity and not part of the administrative costs budget line. For example, project management costs directly related to construction activities would be an eligible cost of new construction or rehab, as applicable. As another example, costs related to annual inspection of PBRA units, would be an eligible rental assistance cost. Costs eligible under the Administrative budget line are listed at 24 CFR 578.59.

Quantity and Description must be entered for each requested cost.

Eligible Costs	Quantity	Description (max 1000 characters)	Annual Assistance Requested
Personnel and Fringe	3	Direct labor: 1 Full time Maintenace, 1 Full time Custodial, 1 Full time Property Manager	\$104,000
Consultants			\$0
Contracts and Subgrantees			\$0
Administrative and Legal Expenses			\$0
Land, Structures, Rights-of Way, Appraisal			\$0
Relocation Expenses and Payments			\$0
Architectural and Engineering Fees	1	Architectural and civil engineering	\$404,556

Other Architectural and Engineering Fees			\$0
Supplies and Materials			\$0
Consumable Supplies			\$0
Non-consumable Supplies	65	Furniture (incl. bed, 2 chairs, table per unit), 20 dining tables and 120 dining chairs	\$166,025
Project Inspection Fees			\$0
Site Work	3	Mobilization & storm drainage, curbing base & subgrade, clearing & grubbing	\$175,000
Demolition and Removal			\$0
Construction	116	General contractor, engineering, HVAC & plumbing lines	\$500,122
Equipment	114	ADA high riser toilets, ADA walk-in showers & tile work, ADA doors, cabinets, sinks, stoves, refrigerators, flooring; each item listed per 114 units	\$1,567,500
Contingencies			\$0
Miscellaneous			\$0
Other Direct Costs			\$0
Total Annual Assistance Requested			\$2,917,203
Grant Term			2 Years
Total Request for Grant Term			\$5,834,406

Click the 'Save' button to automatically calculate the Total Assistance Requested.

HIDDEN_IN_REHABILITATION_TOTAL_ASSIS \$5,834,406
TANCE

4F. Supportive Services Budget

A quantity AND description must be entered for each requested cost.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs		
2. Assistance with Moving Costs		
3. Case Management	2 case managers for care coordination, housing stabilization support, and connection to health, behavioral health, and community-based resources.	\$160,000
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		
14. Substance Abuse Treatment Services		
15. Transportation		
16. Utility Deposits		
Total Annual Assistance Requested		\$160,000
Grant Term		2 Years
Total Request for Grant Term		\$320,000

Click the 'Save' button to automatically calculate totals.

4G. Operating

Instructions:

Enter the quantity and total budget request for each operating cost. The request entered should be equivalent to the cost of one year of the relevant operations activity.

Eligible Costs: The system populates a list of eligible operating costs for which funds can be requested. The costs listed are the only costs allowed under 24 CFR 578.55.

Quantity AND Detail: This is a required field. A quantity AND description must be entered for each requested cost. Enter the quantity in detail (e.g. .75 FTE hours and benefits for staff, utility types, monthly allowance for supplies) for each operating cost for which funding is being requested. Please note that simply stating "1FTE" is NOT providing "Quantity AND Detail" and restricts understanding of what is being requested. Failure to enter adequate "Quantity AND Detail" may result in conditions being placed on the award and a delay of grant funding.

Annual Assistance Requested: This is a required field. For each grant year, enter the amount of funds requested for each activity. The amount entered must only be the amount that is DIRECTLY related to operating the housing or supportive services facility.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated based on the grant term selected on Screen "6A. Funding Request" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on the total amount requested for each eligible cost multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.



Additional Resources can be found at the HUD Exchange:
<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources>

A quantity AND description must be entered for each requested cost.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Maintenance/Repair	Trash & Dumpsters Monthly, Landscaping and Maintenance (Monthly), HVAC & Fire System Maintenance (Monthly), Elevator Mainanence (Monthly) , Pest Control (Monthly), IT Contract (Monthly), Management Fees, 5% of collected revenue	\$166,036
2. Property Taxes and Insurance		
3. Replacement Reserve	1% of Tenant Rents, \$800 per unit at 20% replacement	\$31,041
4. Building Security	Background checks, \$30 at 114 units with 15 denials	\$3,096
5. Electricity, Gas, and Water	Florida Power and Light, City of West Palm Water and Sewer	\$351,323
6. Furniture		
7. Equipment (lease, buy)	3 computers, office supplies, 3 phones, 1 copier, 1software Yardi	\$17,800
Total Annual Assistance Requested		\$569,296
Grant Term		2 Years
Total Request for Grant Term		\$1,138,592

Click the 'Save' button to automatically calculate totals.

4K. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the  icon. To view or update a Match source already listed, select the  icon.

Summary for Match

Total Amount of Cash Commitments:	\$1,823,252
Total Amount of In-Kind Commitments:	\$0
Total Amount of All Commitments:	\$1,823,252

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? No

Note: The estimated amount of program income that will be used as Match should not exceed the total value of all match commitments entered below.

Type	Source	Name of Source	Amount of Commitments
Cash	Government	Palm Beach County	\$1,823,252

Sources of Match Detail

1. Type of Match commitment: Cash
2. Source: Government
3. Name of Source: Palm Beach County
(Be as specific as possible and include the office
or grant program as applicable)
4. Amount of Written Commitment: \$1,823,252

4L. Summary Budget

The following information summarizes the funding request for the total term of the project. However, administrative costs can be entered in 12. Admin field below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1. New Construction	\$0	2 Years	\$0
2. Acquisition	\$0	2 Years	\$0
3. Rehabilitation	\$2,917,203	2 Years	\$5,834,406
4. PRA Rental Assistance	\$0	2 Years	\$0
5. Supportive Services	\$160,000	2 Years	\$320,000
6. Operating	\$569,296	2 Years	\$1,138,592
7. HMIS	\$0	2 Years	\$0
8. VAWA	\$0	2 Years	\$0
9. Rural	\$0	2 Years	\$0
10. Relocation Costs (URA)	\$0	2 Years	\$0
11. Sub-total Costs Requested			\$7,292,998
12. Admin (Up to 10%)			\$0
13. Total Assistance plus Admin Requested			\$7,292,998
14. Cash Match			\$1,823,252
15. In-Kind Match			\$0
16. Total Match			\$1,823,252
17. Total Project			\$9,116,250

Relocation Costs: Eligible costs are relocation assistance provided in accordance with the requirements of the Uniform Relocation Act and implementing regulations at 49 CFR part 24 to persons displaced by a CoC project in accordance with 578.83.

Click the 'Save' button to automatically calculate totals.

4M Breakout of BLI Costs

BLI Costs	
1. New Construction	0%
2. Acquisition	0%
3. Rehabilitation	80%
4. PRA Rental Assistance	0%
5. Supportive Services	4%
6. Operating	16%
7. HMIS	0%
8. VAWA	0%
9. Rural	0%
10. URA	0%
11. Admin (Up to 10%)	0%
12.Total Assistance plus Admin Requested	\$7,292,998

Cost Description	Amount
Total Coc HUD Request	\$7,292,998
Total Leveraged	\$10,312,050
Total CoC HUD + Total Leveraged	\$17,605,048
COC HUD Percentage	41%
COC Leverage Percentage	59%
Capital Costs	\$5,834,406
Non-Capital Costs	\$1,458,592

4N. Indirect Cost Information

Indirect Cost Information Form
OMB Number: 2501-0044
Expiration Date: 2/28/2027

Program/Activity Receiving Federal Grant Funding: CoC Builds
Applicant Name: Palm Beach County Board of County Commissioners

Indirect Cost Rate Information for the Applicant/Recipient:
Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

The Applicant/Recipient will not charge indirect costs using an indirect cost rate.	<input checked="" type="checkbox"/>
The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.	<input type="checkbox"/>
The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.	<input type="checkbox"/>

Submission Type: Initial Submission
Effective Date: 06/23/2025

Certification of Authorized Representative for the Applicant/Recipient:	X
** Under penalty of perjury, I certify on behalf of the Applicant/Recipient that:	
(1) all information provided on this form is true, complete, and accurate, and	
(2) Applicant/Recipient will provide HUD with an update to this form immediately upon learning change in the information provided on this form, and	
(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this	
**Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).	

Authorized Representative:

Prefix: Ms.
First Name: Wendy
Middle Name: A
Last Name: Tippett
Suffix:
Title: Director of Human and Veteran Services
Telephone Number: (561) 355-4772
(Format: 123-456-7890)
Fax Number: (561) 355-6277
(Format: 123-456-7890)
Email: wtippett@pbcgov.org
Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 05/20/2025

5A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) HUD 2991 - Certification of Consistency with the Consolidated Plan	Yes	Attachment A: PBC...	06/25/2025
2) Recipient Code of Conduct	Yes	Attachment B: Pal...	06/11/2025
3) Recipient Nonprofit Documentation	Yes	Attachment C: PBC...	06/23/2025
4) V.A.1.h.ii - Letter(s) of Commitment, Contract, Other Formal Written Document	Yes	Attachment D: Let...	06/05/2025
5) Subrecipient Nonprofit Documentation	No		
6) HUD 2996 - Certification for Opportunity Zone Preference Points	No		
7) Financial Feasibility/Underwriting	No		
8) Subsidy Layering Review	No		
9a) Other	No	Attachment E: Let...	06/25/2025
9b) Other	No	Attachment F: Rep...	06/24/2025
9c) Other	No	Attachment G: Rep...	06/24/2025

Attachment Details

Document Description: Attachment A: PBC Certificate of Consistency with Consolidated Plan

Attachment Details

Document Description: Attachment B: Palm Beach County Code of Conduct/ Code of Ethics

Attachment Details

Document Description: Attachment C: PBC IRS Letter

Attachment Details

Document Description: Attachment D: Letters of Commitment

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description: Attachment E: Letter of Support

Attachment Details

Document Description: Attachment F: Replacement Reserve Plan

Attachment Details

Document Description: Attachment G: Replacement Reserve Repaymen
Schedule

5B. Site Control Attachment

Document Type	Required?	Document Description	Date Attached
Site Control Evidence	Yes	Site Control Exec...	06/17/2025

Attachment Details

Document Description: Site Control Executed Agreement

5F. Certification

Applicant and Recipient Assurances and Certifications - form HUD-424B (Title)
U.S. Department of Housing and Urban Development OMB Approval No.
2501-0017
(expires 01/31/2026)

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39. By submitting this form, you are stating that to the best of your knowledge and belief, all assertions are true and correct.

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

Name of Authorized Certifying Official: Maria Marino

Date: 06/25/2025

Title: Mayor

Applicant Organization: Palm Beach County Board of County Commissioners

PHA Number (For PHA Applicants Only):

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties.(18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

X

6B. Submission Summary

Applicant must click the submit button once all forms have a status of Complete.

Applicant must click the submit button once all forms have a status of Complete.

Applicant must click the submit button once all forms have a status of Complete.

Page	Last Updated
1A. SF-424 Application Type	No Input Required
1B. SF-424 Legal Applicant	06/25/2025
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	06/25/2025
1E. SF-424 Compliance	06/25/2025
1F. SF-424 Declaration	06/25/2025
1G. HUD 2880	06/25/2025
1H. HUD 50070	06/25/2025
1I. Cert. Lobbying	06/25/2025
1J. SF-LLL	06/25/2025
1K. SF-424B	06/25/2025
1L. SF-424D	06/25/2025
2A. Subrecipients	06/25/2025
2B. Experience	06/25/2025
Project Description	06/25/2025
Rating Factor V.A.1.a	06/25/2025
Rating Factor V.A.1.b	06/25/2025
Rating Factor V.A.1.c	06/25/2025
Rating Factor V.A.1.d	06/25/2025
Rating Factor V.A.1.e	06/25/2025
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Rating Factor V.A.1.f	06/25/2025
Rating Factor V.A.1.g	06/25/2025
Rating Factor V.A.1.h	06/25/2025
Rating Factor V.A.1.i	06/25/2025
Rating Factor V.A.1.j	06/25/2025
4A. Funding Request	06/25/2025
4D. Rehabilitation	06/25/2025
4F. Supp Svcs Budget	06/25/2025
4G. Operating	06/25/2025
4K. Match	06/25/2025
4L. Summary Budget	No Input Required
4M Breakout of BLI Costs	No Input Required
4N. Indirect Cost Information	06/25/2025
5A. Attachment(s)	06/25/2025
5B. Site Control Attachment	06/25/2025
5F. Certification	06/25/2025

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Public Reporting Burden Statement: This collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

I/We, the undersigned, also certify under penalty of perjury that the information provided below is true, correct, and accurate. Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(1)(iii)).

I/We, the undersigned, certify that the proposed activities/projects in the application are consistent with the jurisdiction’s current, approved Consolidated Plan. (Complete the fields below.)

Applicant Name:Palm Beach County (FL-605)

Project Name:PBC La Quinta Inn PSH Renovation 2025

Location of the Project:5981 Okeechobee Blvd, West Palm Beach, FL 33417

Name of the Federal Program to which the applicant is applying:

Continuum of Care Builds FR-6901-N-25A

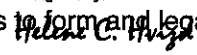
Name of Certifying Jurisdiction:City of West Palm Beach, Palm Beach County, Florida

Certifying Official of the Jurisdiction

Name:Commissioner Maria Marino

Title:Mayor

Signature:  Date: 6/23/2025

Approved as to form and legal sufficiency:

(Appellate Practice Chief)
6/23/2025
Date



**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

CODE OF ETHICS

Effective Date July 1, 2021

Palm Beach County
Code of Ethics:
A Practical Guide



Honesty - Integrity - Character

Published by
The Palm Beach County Commission on Ethics

Code of Ethics

(Revised July 1, 2021)

Sec. 2-441. Title; statement of purpose.

This article shall be known as the Palm Beach County Code of Ethics. This code of ethics is enacted pursuant to Florida Constitution, Article VIII, section 1(g), Florida Statutes, ch. 125, and the Charter of Palm Beach County. The Municipalities located within Palm Beach County are subject to the provisions of this code of ethics pursuant to referendum. The purpose of this code is to provide additional and more stringent ethics standards as authorized by Florida Statutes, §112.326. This code shall not be construed to authorize or permit any conduct or activity that is in violation of Florida Statutes, ch. 112, pt. III. This code of ethics shall be deemed additional and supplemental to any and all state and federal laws governing ethical conduct of officials and employees, as well as all local laws, rules, regulations and policies.

Officials and employees in the public service shall be conscious that public service is a public trust, shall be impartial and devoted to the best interests of the people of Palm Beach County, and shall act and conduct themselves so as not to give occasion for distrust of their impartiality.

Nothing herein shall abridge employees' constitutional right to collective bargaining.

(Ord. No. 2011-011, §1(Exh. 1), 5-17-11)

Sec. 2-442. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advisory board shall mean any advisory or quasi-judicial board created by the board of county commissioners, by

the local municipal governing bodies, or by the mayors who serve as chief executive officers or by mayors who are not members of local municipal governing bodies.

Customer or client means any person or entity to which an official or employee's outside employer or business has supplied goods or services during the previous twenty-four (24) months, having, in the aggregate, a value greater than ten thousand dollars (\$10,000).

Domestic partner is an adult, unrelated by blood, with whom an unmarried or separated official or employee has an exclusive committed relationship and maintains a mutual residence.

Financial benefit includes any money, service, license, permit, contract, authorization, loan, travel, entertainment, hospitality, gratuity, or any promise of any of these, or anything else of value. This term does not include campaign contributions authorized by law.

Gift shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise of these, or in any other form, without adequate and lawful consideration. Food and beverages consumed at a single setting or a meal shall be considered a single gift, and the value of the food and beverage provided at that sitting or meal shall be considered the value of the gift. In determining the value of the gift, the recipient of the gift may consult, among other sources, Florida Statutes, §112.3148, and the Florida Administrative Code as may be amended.

Household member includes anyone whose primary residence is in the official or employee's home, including non-relatives who are not rent payers or employees of the head of the household.

Inspector general shall mean the office established in article XII of this chapter.

Lobbying shall mean seeking to influence a decision through oral or written communication or an attempt to

obtain the goodwill of any county commissioner, any member of a local municipal governing body, any mayor or chief executive officer that is not a member of a local municipal governing body, any advisory board member, or any employee with respect to the passage, defeat or modification of any item which may foreseeably be presented for consideration to the advisory board, the board of county commissioners, or the local municipal governing body lobbied as applicable.

Lobbyist shall mean any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal, and shall include an employee whose principal responsibility to the employer is overseeing the employer's various relationships with government or representing the employer in its contacts with government.

"Lobbyist" shall not include:

- (1) Any employee, contract employee, or independent contractor of a governmental agency or entity lobbying on behalf of that agency or entity, any elected local official when the official is lobbying on behalf of the governmental agency or entity which the official serves, or any member of the official's staff when such staff member is lobbying on an occasional basis on behalf of the governmental agency or entity by which the staff member is employed.
- (2) Any person who is retained or employed for the purpose of representing an employer, principal or client only during a publicly noticed quasi-judicial hearing or comprehensive plan hearing, provided the person identifies the employer, principal or client at the hearing.
- (3) Any expert witness who is retained or employed by an employer, principal or client to provide only scientific, technical or other specialized information

provided in agenda materials or testimony only in public hearings, so long as the expert identifies the employer, principal or client at the hearing.

- (4) Any person who lobbies only in his or her individual capacity for the purpose of self-representation and without compensation.
- (5) Any employee, contract employee, or independent contractor of the Palm Beach County League of Cities, Inc., lobbying on behalf of that entity.

Official or employee means any official or employee of the county or the municipalities located within the county, whether paid or unpaid. The term "employee" includes but is not limited to all managers, department heads, and personnel of the county or the municipalities located within the county. The term also includes volunteers of the county or the municipalities located within the county when such volunteers exercise discretionary police, fire, or parking enforcement department authority. The term "employee" also includes the chief executive officer of the county or any municipality, who is not part of the local governing body. If the county or municipality utilizes and contracts for "privatized" chief administrative officers or chief executive officers, then the person providing such services, or the officers, directors, and employees of any entity providing such services, shall be considered the employees of the county or municipality that he or she serves. However, it shall not include local government attorneys as defined in Florida Statutes §112.313, or attorneys who render contracted services to the county or municipality that are limited in scope to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. The term "official" shall mean members of the board of county commissioners, a mayor, members of local municipal governing bodies, and members appointed by the board of county commissioners, members of local municipal governing bodies or mayors or chief executive officers that are not members of local municipal governing body, as

applicable, to serve on any advisory, quasi-judicial, or any other board of the county, state, or any other regional, local, municipal, or corporate entity.

Outside employer or business includes:

- (1) Any entity, other than the county, the state, or any other federal, regional, local, or municipal government entity, of which the official or employee is a member, official, director, proprietor, partner, or employee, and from which he or she receives compensation for services rendered or goods sold or produced. For purposes of this definition, "compensation" does not include reimbursement for necessary expenses, including travel expenses; or
- (2) Any entity located in the county or which does business with or is regulated by the county or municipality as applicable, in which the official or employee has an ownership interest. For purposes of this definition, an "ownership interest" shall mean at least five (5%) percent of the total assets or common stock owned by the official or employee or any combination of the official or employee's household members, spouse, child, step-child, brother, sister, parent or step-parent, or a person claimed as a dependent on the official or employee's latest individual federal tax return.
- (3) The term outside employer or business shall not apply to an employee who is employed by a certified bargaining agent solely to represent employees.

Palm Beach County Commission on Ethics means the commission established in section 2-254 et seq. to administer and enforce the ethics regulations set forth herein, and may also be referred to as the "commission on ethics" in this article.

Persons and entities shall be defined to include all natural persons, firms, associations, joint ventures, partnerships, estates, trusts, business entities, syndicates, fiduciaries, corporations, and all other organizations.

Principal shall mean the person or entity a lobbyist represents, including a lobbyist's employer, for the purpose of lobbying.

Relative unless otherwise specified in this article, means an individual who is related to an official or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, step-brother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the official or employee or who otherwise holds himself or herself out as or is generally known as the person whom the official or employee intends to marry or with whom the official or employee intends to form a household, or any other natural person having the same legal residence as the official or employee.

Transaction shall refer to the purchase or sale by the county or municipality of goods or services for a consideration.

Vendor means any person or entity who has a pending bid proposal, an offer or request to sell goods or services or to sell or lease real or personal property, or who currently sells goods or services, or sells or leases real or personal property to the county or municipality involved in the subject contract or transaction as applicable. For the purposes of this definition, a vendor entity includes an owner, director, manager or employee. Currently sells goods or services shall mean the period of time of an actual transaction or contract between a vendor and the government entity if such transaction or contract exceeds \$500. Where no formal contract exists for the sale or lease of goods and services, it shall include the period of time from the point the government entity orders or otherwise agrees to

purchase goods and services from a vendor, to the point that all obligations on the part of both the vendor and the government entity have been satisfied by delivery of the goods and/or services by the vendor, and payment has been received for those goods and services by the vendor, and where no other obligations by either party concerning the purchase of the goods and/or services remain unsatisfied. However, it shall not include any warranty period provided by the vendor once payment for the goods and services has been received and the goods and services have been delivered, even where an obligation to provide warranty service on the part of the vendor shall exist.

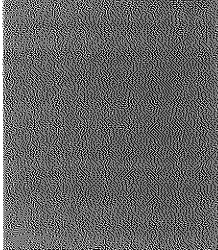
(Ord. No. 2011-011, §1(Exh. 1), 5-17-11, 6-15-21)

Sec. 2-443. Prohibited conduct.

(a) ***Misuse of public office or employment.*** An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, or attempt to do any of these things, in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:

- (1) Himself or herself;
- (2) His or her spouse or domestic partner, household member or persons claimed as dependents on the official or employee's latest individual federal income tax return, or the employer or business of any of these people;
- (3) A sibling or step-sibling, child or step-child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner, or the employer or business of any of these people;

- (4) An outside employer or business of his or hers, or of his or her spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business;
- (5) A customer or client of the official or employee's outside employer or business;
- (6) A substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner—"substantial" for these purposes shall mean at least ten thousand dollars (\$10,000) and shall not include forms of indebtedness, such as a mortgage and note, or a loan between the official or employee and a financial institution;
- (7) A civic group, union, social, charitable, or religious organization, or other organization of which he or she (or his or her spouse or domestic partner) is an officer or director. However, this sub-section shall not apply to any official or employee who is required to serve on the board of directors of any organization solely based on his or her official position (ex-officio), regardless of whether he or she has voting rights on the board, and who receives no financial compensation for such service on the board of directors, and otherwise has no personal ownership interest in the organization.

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- (b) ***Corrupt misuse of official position.*** An official or employee shall not use or attempt to use his or her official position or office, or any property or resource which may be within his or her trust, to corruptly secure or attempt to secure a special privilege, benefit, or exemption for himself, herself, or others. For the purposes of this subsection, "corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of an official or employee

which is inconsistent with the proper performance of his or her public duties.

- (c) ***Disclosure of voting conflicts.*** County and municipal officials as applicable shall abstain from voting and not participate in any matter that will result in a special financial benefit as set forth in subsections (a)(1) through (7) above. The official shall publicly disclose the nature of the conflict and when abstaining from the vote, shall complete and file a State of Florida Commission on Ethics Conflict Form 8B pursuant to the requirements of Florida Statutes, §112.3143. Simultaneously with filing Form 8B, the official shall submit a copy of the completed form to the county commission on ethics. Officials who abstain and disclose a voting conflict as set forth herein, shall not be in violation of subsection (a), provided the official does not otherwise use his or her office to take or fail to take any action, or influence others to take or fail to take any action, in any other manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, as set forth in subsections (a)(1) through (7).
- (d) ***Contractual relationships.*** No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to

section 2-448(c) or by the local governing body pursuant to local ordinance as applicable. This prohibition shall not apply to employees who enter into contracts with Palm Beach County or a municipality as part of their official duties with the county or that municipality. This prohibition also shall not apply to officials or employees who purchase goods from the county or municipality on the same terms available to all members of the public. This prohibition shall also not apply to advisory board members provided the subject contract or transaction is disclosed at a duly noticed public meeting of the governing body and the advisory board member's board provides no regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction.

- (e) ***Exceptions and waiver.*** The requirements of subsection (d) above may be waived as it pertains to advisory board members where the advisory board member's board is purely advisory and provides regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction. No waiver shall be allowed where the advisory board member's board is not purely advisory and provides regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction. Waiver may be affected by the board of county commissioners or by the local municipal governing body as applicable upon full disclosure of the contract or transaction prior to the waiver and an affirmative vote of a majority plus one (1) of the total membership of the board of county commissioners or the local municipal governing body as applicable. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after full disclosure of the contract or

transaction at a public hearing, by the appointing person. In addition, no official or employee shall be held in violation of subsection (d) if:

- (1) The business is awarded under a system of sealed, competitive bidding to the lowest bidder and:
 - a. The official or employee or member of his or her household has in no way participated in the determination of the bid specifications or the determination of the lowest bidder;
 - b. The official or employee or member of his or her household has in no way used or attempted to use the official or employee's influence to persuade the agency, governmental entity or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
 - c. The official or employee, prior to or at the time of the submission of the bid, has filed a statement with the supervisor of elections and the commission on ethics, disclosing the nature of the interest in the outside employer or business submitting the bid.
- (2) An emergency purchase or contract which would otherwise violate a provision of subsection (d) must be made in order to protect the health, safety, or welfare of the citizens of the county or municipality as applicable.
- (3) The outside employer or business involved is the only source of supply within the county or municipality as applicable and there is full disclosure by the official or employee of his or her interest in the outside employer or business to the county or municipality as applicable and the ethics commission prior to the purchase, rental, sale, leasing, or other business being transacted.

- (4) The total amount of the contracts or transactions in the aggregate between the outside employer or business and the county or municipality as applicable does not exceed five hundred dollars (\$500) per calendar year.
- (5) Notwithstanding any provision to the contrary, subsection (d) shall not be construed to prevent an employee from seeking part-time employment with an outside employer who has entered into a contract for goods or services with the county or municipality as applicable provided that:
- a. The employee or relative of the employee does not work in the county or municipal department as applicable which will enforce, oversee or administer the subject contract; and
 - b. The outside employment would not interfere with or otherwise impair his or her independence of judgment or otherwise interfere with the full and faithful performance of his or her public duties to the county or municipality as applicable; and
 - c. The employee or relative of the employee has not participated in determining the subject contract requirements or awarding the contract; and
 - d. The employee's job responsibilities and job description will not require him or her to be involved in the outside employer's contract in any way including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance; and
 - e. The employee demonstrates compliance with applicable merit rules regarding

- outside employment and obtains written permission from his or her supervisor; and
- f. The employee has obtained a conflict of interest waiver from the chief administrative officer and the employee's department head of the county or municipality based on a finding that no conflict exists. The employee shall submit the request for waiver in writing and under oath. The request for the waiver shall be signed by the employee under oath or affirmation on an approved form provided by the commission on ethics. The document shall contain written acknowledgment of compliance with the provisions of subsection (5)a. through (5)e. of this subsection, together with such pertinent facts and relevant documents that support such waiver. A waiver under this subsection must be approved by both the employee's supervisor and chief administrative officer of the county or municipality. The county or municipality shall record such waiver in the employee's personnel file and shall submit a copy of the waiver and all related documents to the commission on ethics. The commission on ethics in its discretion may elect to review, comment on, or investigate any waiver. The commission on ethics review or investigation shall not delay an employee's ability to take the part time employment.
- g. *Official law enforcement overtime or extra duty details.* The provisions of subsection (d) shall be waived for outside employment when that employment consists of a certified police agency uniformed external security or extra duty detail, contracted or

administered by the police agency as applicable. For the purpose of this subsection, all records of external, extra duty or overtime security details, including supervisor approval, identity of contracting parties, and including time, date and manner of detail shall be maintained by the individual contracting or administrating police agency, records of which shall be accessible to the public subject to state public records disclosure exemptions.

- (f) ***Accepting travel expenses.*** No official or employee shall accept, directly or indirectly, any travel expenses including, but not limited to, transportation, lodging, meals, registration fees and incidentals from any county or municipal contractor, vendor, service provider, bidder or proposer as applicable. The board of county commissioners or local municipal governing body as applicable may waive the requirements of this subsection by a majority vote of the board or local municipal governing body. The provisions of this subsection shall not apply to travel expenses paid by other governmental entities or by organizations of which the county or municipality as applicable is a member if the travel is related to that membership.
- (g) ***Contingent fee prohibition.*** No person shall, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person shall, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: an ordinance, resolution, action or decision of the board of county commissioners or local municipal governing body as applicable, any

employee authorized to act on behalf of the board of county commissioners or local municipal governing body as applicable, the county administrator or municipal administrator as applicable, or any action or decision of an advisory board or committee. This prohibition does not apply to real estate brokers when acting in the course of their profession as regulated by Florida Statutes, §§475.001-475.5018, as may be amended. Nothing in this section may be construed to prohibit any salesperson from engaging in legitimate government business on behalf of a company from receiving compensation or commission as part of a bona fide contractual arrangement with that company provided such compensation or commission is ordinary and customary in the industry. Nothing in this section may be construed to prohibit an attorney from representing a client in a judicial proceeding or formal administrative hearing pursuant to a contingent fee arrangement.

- (h) ***Honesty in applications for positions.*** No person seeking to become an official or employee, or seeking to enter into a contract to provide goods or services to the county or municipality as applicable, may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or services to the county or municipality as applicable.
- (i) ***Disclosure or use of certain information.*** A current or former official or employee shall not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person.

(Ord. No. 2011-011, §1(Exh. 1), 5-17-11, 6-15-21)

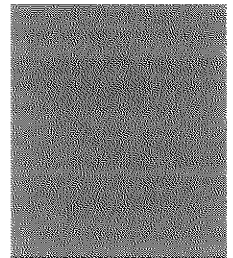
Sec. 2-444. Gift law.

- (a) (1) No county commissioner, member of a local governing body, mayor or chief executive when not a member of the governing body, or employee, or any other person or business entity on his or her behalf, shall knowingly solicit or accept directly or indirectly, any gift with a value of greater than one hundred dollars (\$100) in the aggregate for the calendar year from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a vendor, lobbyist, or any principal or employer of a lobbyist who lobbies, sells, or leases to the county or municipality as applicable.
- (2) No vendor, lobbyist, or principal or employer of a lobbyist that lobbies, sells, or leases to the county or a municipality as applicable, shall knowingly give, directly or indirectly, any gift with a value greater than one hundred dollars (\$100) in the aggregate for the calendar year to a person who the vendor, lobbyist, or principal knows, or should know with the exercise of reasonable care, is an official or employee of that county or municipality. For the purposes of this subsection (a)(2), the term vendor also includes any person or entity that, because of the nature of their business, may respond to an invitation to bid, request for proposal or other procurement opportunity that has been published by the county or a municipality.
- (b) (1) No advisory board member, or any other person on his or her behalf, shall knowingly solicit or accept directly or indirectly, any gift with a value of greater than one hundred dollars (\$100) in the aggregate for the calendar year from any vendor, lobbyist, or any principal or employer

of a lobbyist, who lobbies the recipient's advisory board, or any county or municipal department as applicable that is subject in any way to the advisory board's authority, influence or advice.

(2) No vendor, lobbyist, or principal or employer of a lobbyist who lobbies an advisory board or any county or municipal department that is subject in any way to the advisory board's authority, influence or advice, shall knowingly give, directly or indirectly, any gift with a value greater than one hundred dollars (\$100) in the aggregate for the calendar year to a person who the vendor, lobbyist, or principal knows is a member of that advisory board. For the purposes of this subsection (b)(2), the term vendor also includes any person or entity that, because of the nature of their business, may respond to an invitation to bid, request for proposal or other procurement opportunity that has been published by the county or a municipality.

(c) No county commissioner, member of a local governing body, mayor or chief executive officer when not a member of the governing body, or employee, or any other person or business entity on his or her behalf, shall knowingly solicit a gift of any value from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a vendor, lobbyist, or any principal or employer of a lobbyist who lobbies, sells, or leases to the county or municipality as applicable, where the gift is for the personal benefit of the official or employee, another official or employee, or any relative or household member of the official or employee. No advisory board member or any other person or business entity on his or her



behalf, shall knowingly solicit a gift of any value from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a vendor, lobbyist, or any principal or employer of a lobbyist who lobbies, sells, or leases to the recipient's advisory board or any county or municipal department as applicable that is subject in any way to the advisory board's authority, influence or advice, where the gift is for the personal benefit of the advisory board member, another advisory board member, another official or employee, or any relative or household member of the official or employee.

- (d) For purposes of this section, a principal or employer of a lobbyist shall include any officer, partner or director of the principal or employer entity, or any employee of a principal or employer who is not an officer, partner or director, provided that the employee knows or should know with the exercise of reasonable care that the principal or employer employs a lobbyist.
- (e) No person or entity shall offer, give, or agree to give an official or employee a gift, and no official or employee shall accept or agree to accept a gift from a person or entity, because of:
- (1) An official public action taken or to be taken, or which could be taken;
 - (2) A legal duty performed or to be performed or which could be performed; or
 - (3) A legal duty violated or to be violated, or which could be violated by any official or employee.
- (f) Gift reports. Any official or employee who receives a gift in excess of one hundred dollars (\$100) shall report that gift in accordance with this section.

- (1) *Gift reports for officials and employees identified by state law as reporting individuals.* Those persons required to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148, as may be amended, including, but not limited to, the state's definition of gift, exceptions thereto, and gift valuations. The county code of ethics' definition of gift and exceptions thereto shall not be used by reporting individuals to complete and file state gift reporting disclosures. When a state reporting individual files or is required to file a gift report with the state, a copy of each report shall also be filed with the county commission on ethics no later than ten (10) days after the report is filed with the state. Failure to file a State of Florida Quarterly Gift Disclosure Form with the county commission on ethics within the required timeframe shall be a violation of this section.
- (2) *All other officials and employees who are not reporting individuals under state law.*
- a. *Personal gifts.* All officials and employees who are not reporting individuals under state law are not required to report gifts in excess of one hundred dollars (\$100) so long as those gifts are given to the official or employee by a personal friend or coworker and the circumstances demonstrate that the motivation for the gift was the personal or social relationship rather than an attempt to obtain the goodwill or otherwise influence the official or employee in the performance of his or her official duties. Factors to be considered in determining whether a gift was motivated by a personal or social

relationship may include but shall not be limited to: whether the relationship began before or after the official or employee obtained his or her office or position; the prior history of gift giving between the individuals; whether the gift was given in connection with a holiday or other special occasion; whether the donor personally paid for the gift or sought a tax deduction or business reimbursement; and whether the donor gave similar gifts to other officials or employees at or near the same time. If the personal friend or co-worker is a vendor, lobbyist or principal or employer of a lobbyist that lobbies the county or municipality as applicable, then the official or employee shall not accept a gift in excess of one hundred dollars (\$100) in accordance with subsections (a)(1) and (b)(1).

- b. *All other gifts.* All officials or employees who are not reporting individuals under state law and who receive any gift in excess of one hundred dollars (\$100), which is not otherwise excluded or prohibited pursuant to this subsection, shall complete and submit an annual gift disclosure report with the county commission on ethics no later than January 31 of each year for the previous calendar year (January 1 through December 31). All officials or employees who are not reporting individuals under state law and who do not receive a gift in excess of one hundred dollars (\$100) during a given reporting period shall not file an annual gift disclosure report. The annual gift disclosure report shall be created by the county commission on

ethics and shall be in a form substantially similar in content as that required by state law. The county code of ethics' definition of gift and exceptions thereto shall be used by non-state-reporting individuals in completing and filing annual gift disclosure reports required by this section.

- (g) Exceptions. For the purposes of this section, the following shall not be considered a gift:
- (1) Political contributions specifically authorized by state or federal law;
 - (2) Gifts from relatives, domestic partners, and dependents named on the official's or employee's latest federal income tax return, or one's household member;
 - (3) Awards for professional or civic achievement;
 - (4) Materials such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature;
 - (5) Gifts solicited or accepted by county or municipal officials or employees as applicable on behalf of the county or municipality in performance of their official duties for use solely by the county or municipality for a public purpose;
 - (6) Publicly advertised offers for goods or services from a vendor under the same terms and conditions as are offered or made available to the general public;
 - (7) Inheritance or other devise;
 - (8) Registration fees and other related costs associated with educational or governmental conferences, meetings or seminars and travel expenses either properly waived or inapplicable pursuant to section 2-443(f), provided that attendance is for governmental purposes, and

attendance is related to their duties and responsibilities as an official or employee of the county or municipality;

- (9) A ticket, pass or admission in connection with public events, appearances or ceremonies related to official county or municipal business, if furnished by a nonprofit sponsor organization of such public event, or if furnished pursuant to a contract between the event's non-profit sponsor and the county or municipality as applicable, provided the sponsor organization does not employ a lobbyist, and further provided the ticket, pass or admission is given by a representative of the sponsor organization who is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the ticket, pass or admission must be disclosed in accordance with the gift law reporting requirements of subsections (f)(1) and (f)(2);
- (10) Expenditures made in connection with an event sponsored by a nonprofit organization funded in whole or in part with public funds whose primary function is to encourage and attract tourism or other business opportunities for the benefit of Palm Beach County or the municipalities as applicable, provided the sponsor organization does not employ a lobbyist, and further provided that the invitation to the event is made by a representative of the sponsor organization and the representative is not otherwise a vendor, lobbyist, principal or employer of a lobbyist. Notwithstanding the exception as provided in this subsection, the expenditure must be disclosed in accordance with the gift law reporting requirements of subsections (f)(1) and (f)(2).

- (h) Solicitation of contributions on behalf of a non-profit charitable organization.
- (1) Notwithstanding the prohibition on gifts as outlined in subsections (a) and (b), the solicitation of funds by a county or municipal official or employee for a non-profit charitable organization, as defined under the Internal Revenue Code, is permissible so long as there is no quid pro quo or other special consideration, including any direct or indirect special financial benefit to the official or employee or to the person or entity being solicited. The solicitation by an official or employee as contemplated herein, is expressly prohibited if made to any person or entity with a pending application for approval or award of any nature before the county or municipality as applicable.
 - (2) To promote the full and complete transparency of any such solicitation, officials and employees shall disclose, on a form provided by the commission on ethics, the name of the charitable organization, the event for which the funds were solicited, the name of any person or entity that was contacted regarding a solicitation or pledge by the official or employee, and the amount of the funds solicited or pledged if known. The form shall be completed legibly and shall be filed with the commission on ethics. The form shall be filed within thirty (30) days from the occurrence of the event for which the solicitation was made, or if no event, within thirty (30) days from the occurrence of the solicitation.

(Ord. No. 2011-011, §1(Exh. 1); 5-17-11, 6-15-21)

Sec. 2-445. Anti-nepotism law.

An official may not appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or

advancement in or to a position in the county or municipality as applicable in which the official is serving or over which the official exercises jurisdiction or control, any individual who is a relative or domestic partner of the official. An individual may not be appointed, employed, promoted, or advanced in or to a position in the county or a municipality if such appointment, employment, promotion, or advancement has been advocated by an official, serving in or exercising jurisdiction or control over the county or municipality as appropriate, who is a relative or domestic partner of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative or domestic partner of the individual is a member. However, this section shall not apply to appointments to boards other than those with land-planning or zoning responsibilities in those municipalities with less than thirty-five thousand (35,000) population. This section does not apply to persons serving in a volunteer capacity who provide emergency medical, firefighting, or police services. Such persons may receive, without losing their volunteer status, reimbursements for the costs of any training they get relating to the provision of volunteer emergency medical, firefighting, or police services and payment for any incidental expenses relating to those services that they provide. Mere approval of budgets shall not be sufficient to constitute "jurisdiction or control" for the purposes of this section.

- (1) For the purposes of this section, "official" means any official or employee in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in the county or municipality as applicable.

- (2) For the purposes of this section, "relative" means spouse, parent, child, sibling, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

(Ord. No. 2011-011, §1(Exh. 1), 5-17-11, 6-15-21)

Sec. 2-446. Ethics training.

- (a) Officials and employees, as public servants, are considered stewards of the public trust and should aspire to the highest level of integrity and character. Officials and employees shall be informed of their ethical responsibilities at the start of their public service, and shall receive updates and training materials on ethics issues throughout the span of their public service. The county administrator or municipal administrator, as applicable, shall establish, by policy, a mandatory training schedule for all officials, employees, and local government attorneys as defined in Florida Statutes §112.313, which shall include mandatory periodic follow-up sessions. This policy may also address ethics training for entities that receive county or municipal funds as applicable.
- (b) The commission on ethics shall develop and deliver, or contract with other entities to develop and deliver, training programs. The commission on ethics shall coordinate and cooperate with all affected county or municipal entities, departments, agencies, boards, councils and commissions to ensure that effective and meaningful training experiences are delivered in a timely and efficient manner.

(Ord. No. 2011-011, §1(Exh. 1), 5-17-11, 6-15-21)

Sec. 2-447. Noninterference.

It shall be a violation of this article for any person: (a) to retaliate against, punish, threaten, harass, or penalize any

person for communicating, cooperating with, or assisting the commission on ethics or the inspector general; or (b) to interfere, obstruct or attempt to interfere or obstruct without valid legal basis any investigation conducted by the commission on ethics or the inspector general.

(Ord. No. 2011-011, §1(Exh. 1), 5-17-11)

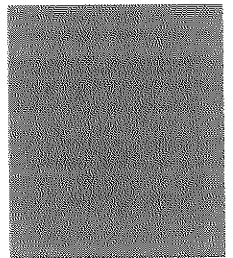
Sec. 2-448. Administration, enforcement and penalties.

- (a) The commission on ethics shall be empowered to review, interpret, render advisory opinions, and enforce this code of ethics pursuant to the procedures established in the county commission on ethics ordinance. Jurisdiction of the commission on ethics with respect to advisory opinions rendered shall extend to all county and municipal officials and employees, and all other persons and entities required to comply with the provisions of this code and the county lobbyist registration ordinance, including but not limited to lobbyists, their employers and principals, and contractors and vendors and their employees.
- (b) A finding by the commission on ethics of a violation of any part of this article shall subject the person or entity to public reprimand, a fine of up to five hundred dollars (\$500), or both. The commission on ethics may also order the person or entity to pay restitution when the person or entity or a third party has received a pecuniary benefit as a result of the person's violation.
- (c) Upon a finding of the commission on ethics or hearing officer that a violation of this article or the lobbyist registration ordinance resulted in a contract, grant, subsidy, license, permit, franchise, use, certificate, development order or other benefit conferred by the county or municipality as applicable, then such contract, grant, subsidy, license, permit, franchise, use, certificate,

development order or other benefit may be rescinded or declared void by the board of county commissioners or the local municipal governing body as applicable.

- (d) The commission on ethics may refer willful violations of sections 2-443, 2-444(a), 2-444(b), 2-444(c), 2-444(e), or 2-447 to the state attorney when deemed appropriate. Pursuant to Florida Statutes, §125.69, a person who violates the sections of the article set forth in this section 2-448(d) shall be subject to prosecution in the name of the state in the same manner as first degree misdemeanors are prosecuted, and upon conviction, such person may be punished by a fine not to exceed one thousand dollars (\$1,000), imprisonment not to exceed one (1) year, or both.

(Ord. No. 2011-011, §1(Exh. 1), 5-17-11, 6-15-21)





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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
PO BOX 4036
WEST PALM BCH FL 33402

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BOARD OF CO-OP IN PROGRESS
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Tax Period : 000000



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INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0038

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
PO BOX 4036
WEST PALM BCH FL 33402

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CINCINNATI OH 45999-0038

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
PO BOX 4036
WEST PALM BCH FL 33402

SHARON R. BOCK, CLERK
BOARD OF CO COMM PB CL
PAYROLL



001340

Federal Identification Number: 59-6000785
Person to Contact: Darlene Evans
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

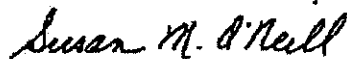
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
PO BOX 4036
WEST PALM BCH FL 33402

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Susan M. O'Neill, Department Mgr.
Accounts Management Operations



December 3, 2024

Re: Match for CoC Builds Grant Application

**Facilities Development &
Operations Department**

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
www.pbc.gov/fdo



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

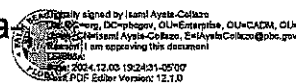
Palm Beach County is submitting an application for CoC Builds Grant funding in the amount of \$7,494,000 to rehabilitate and renovate a La Quinta Inn Hotel, located at 5981 Okeechobee Boulevard, West Palm Beach, FL. The hotel is currently in operations. On September 26, 2024, the Board of County Commissioners (BCC) authorized County staff to engage in negotiations with the hotel owner towards the attainment of a purchase and sale agreement. The purchase price is estimated to be \$16,700,000. Assuming contract negotiations are fruitful and the BCC approves the purchase, the requirement to leverage 50% of the amount requested will be met by the County's purchase of the hotel with non-CoC funding.

Once the hotel is acquired, the renovation project will create a total of 114 single occupancy rooms which will provide permanent supportive housing for individuals experiencing homelessness who are 55 years of age or older and have disabilities.

The County, through its Community Services Department, will continue to work with our local housing providers, health care organizations and social providers to leverage additional funding for this project.

Sincerely,

**Isami Ayala
Collazo**



Isami Ayala-Collazo
FDO Director/Assistant County Administrator



November 25, 2024

U.S. Department of Housing and Urban Development
451 7th Street, S.W. Room 4130
Washington, DC 20410

Dear Dept. of Housing and Urban Development,

Families First is pleased to support Palm Beach County 's application for the FY2024 Continuum of Care (COC) grant to provide supportive services.

We are thrilled to provide our support and partnership to this COC grant which will include supportive services which includes home-based and community-based behavioral health services and assistance with health referral services.

To assist Palm Beach County in winning the FY 2024 Continuum of Care grant, we will provide an in-kind match amount for the support of the grant. This amount should not be considered as a monetary amount. The assistance will allow participants to achieve economic and social self-sufficiency to reduce or eliminate dependency on public assistance and assist elderly residents to age in-place successfully. **NOTE:** The participants will be assisted based on our agency's eligibility assessment and our availability of funding to provide the mentioned in-kind assistance. In-Kind Service (s) are listed below.

Health Referral Services

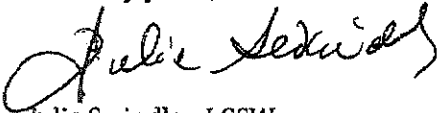
(\$25 per hour) x (120 hours) x (3 years of commitment) = \$9,000.

Behavioral Health Services

(\$100 per hour) x 10 families x 26 weeks = \$26,000 x 3 = \$78,000.

Total in-kind match = \$87,000

Sincerely yours,


Julie Swindler, LCSW
Chief Executive Officer

**Foundation
Board of Directors**

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Bao Nguyen

Vice President

Jordan Goldman

Secretary

Pedro Zamora

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Byrnes N. Guillaume, Esq.

Kyle Jemtrud

Francis X.J. Lynch, Esq.

Brian Mangines

Raul Mercader

Monte Resnick

Rebecca Rubinstein

Jo Ann Sears, MSW

Kate Volman

Legal Counsel

Philip M. Sprinkle, II

Chief Executive Officer

Julie A. Swindler, LCSW

3333 Forest Hill Boulevard, Second Floor • West Palm Beach, FL 33406 • 561.724.2689

www.familiesfirst.org

Families First of Palm Beach County is a 501(c)(3) organization and registered with the state of Florida #CH4252. *A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES AT WWW.FLORIDAConsumerHELP.COM OR BY CALLING TOLL FREE (800) 455-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.



**Strong
In Every
Way.**



Triple "H" Ministries, Inc.
3600 Broadway Ave, Suite 1
West Palm Beach, FL 33407
one: (561) 766-1769
Fax: (561) 766-1770

December 5, 2024

U.S. Department of Housing and Urban Development
451 7th Street, S.W. Room 4130
Washington, DC 20410

Dear Dept. of Housing and Urban Development,

Heart, Health, and Healing is pleased to support Palm Beach County's application for the FY2024 Continuum of Care (COC) grant to provide supportive and health services to the grant recipients.

We are thrilled to provide our support and partnership with this Continuum of Care (COC) grant, which will include healthcare information, counseling, and referral services.

In effort to assist the Palm Beach County in winning the FY 2024 COC grant, we will provide an in-kind match amount for the support of the grant. This amount should not be considered as a monetary amount. The assistance will allow participants to achieve economic and social self-sufficiency to reduce or eliminate dependency on public assistance and assist elderly residents to age in-place successfully. **NOTE:** The participants will be assisted based on our agency's eligibility assessment and our availability of funding to provide the mentioned in-kind assistance. In-kind Services (s) are listed below.

Healthcare Information

(\$25 per hour) X (1 person) x (100 hours) x (3 years of commitment) = \$7,500

Health & Wellness: Counseling

(\$25 per hour) X (1 person) x (100 hours) x (3 years of commitment) = \$7,500

Health Referral Services

(\$25 per hour) X (10 hours) x (3 years of commitment) = \$9,000

Total in-kind match = \$24,000

Regards,

Caroline Granison
Executive Director
Heart, Health, and Healing
Phone: 561-766-1769



2001 Blue Heron Blvd. W.
Riviera Beach, FL 33404-5003
561.841.3500
cpsfl.org

December 5, 2024

U.S. Department of Housing and Urban Development
451 7th Street, S.W. Room 4130
Washington, DC 20410

Dear Sir or Madam,

We at Community Partners of South Florida are pleased to support Palm Beach County application for the FY2024 Continuum of Care (COC) Builds Grant to provide housing services.

We are thrilled to provide our support and partnership to this COC Grant which will include Housing Assistance to eligible participants of the grant.

In support of the program, we will provide an in-kind match. **NOTE:** The source of matching funds is NOT generated from Federal sources but from sales and regular business activity. In-Kind Service (s) are listed below.

Housing Assistance

2 Participants x \$1,400 x 12 months x 3 years = \$100,800

These calculations provide an annual total of \$33,600, and an overall match total of \$100,800.

Regards,

Natalie O'Hara
Chief Financial Officer
Community Partners of South Florida
nohara@cpsfl.org
561-841-3500 x 1077

#Thriving Residents. Strong Communities



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

2025 03 01

and

MAR 18 2025

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, 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 Wrublevski
Print Witness Name

Jamie
Witness Signature

1116 S. Claverhill Cir. W
Witness Address
Jacksonville, FL 32257

2025 0308

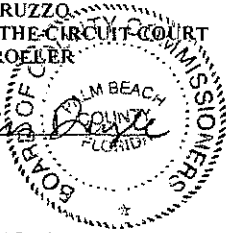
Date of Execution by County:

MAR 18 2025 . 20

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: *Joseph Abruzzo*
Deputy Clerk



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

By: *Maria G. Marino*

Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
Department Director

G:\PREM\Dev\Open Projects\GG-Community Services 2024\LaQuinta Inn - WPB\Purch & Sale 9-31-24 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
Bamardel, 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 ROE Asset 5981 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.
JACKSONVILLE, 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.

Shmuel Bamardel Affiant
Print Affiant Name: Shmuel Bamardel

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [physical presence or [online notarization] this 28th day of February,
20 25 by Shmuel Bamardel 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# HH425165
Expires 7/24/2027

Jamie Wrublevski
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.

Seller is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Seller must identify individual owners. If, by way of example, Seller is wholly or partially owned by another entity, such as a corporation, Seller must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

[illegible]

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 Bore 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 Binnardel
(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 Binnardel

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

BILL OF SALE

All items of personalty identified on Schedule 1 attached hereto, together with all items of personalty located upon the property legally described in Exhibit "A" attached hereto as of the date hereof.

And the party of the first part, hereby covenants and warrants to and with the party of the second part, that party of the first part insure the lawful owner of the said goods, that said goods are free from all liens and encumbrances: that party of the first part has have good right to sell the same as aforesaid, and that party of the first part will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

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

Print Notary Name _____

NOTARY PUBLIC
State of _____ at Large

My Commission Expires:

STATE OF _____)
COUNTY OF _____) SS:

The foregoing Bill of Sale was acknowledged before me this _____ day of _____, 20____, by _____ who is personally know to me OR who produced 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.

Song + Associates Inc.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRUZZO, Clerk of the Circuit Court &
Comptroller certify this to be a true and correct copy
of the original and in accordance with the provisions of
Chapter 119, F.S.
on MAR 18 2025
dated at West Palm Beach, FL
By: Joseph Abruzzo
Deputy Clerk

MAR 21 2025