

ASSIGNMENT, ASSUMPTION, AND AMENDMENT
between
CHARLOTTE COUNTY;
CHARLOTTE COUNTY HOMELESS COALITION, INC.; AND SOCIETY OF
ST. VINCENT DE PAUL SOUTH PINELLAS, INC. d/b/a ST. VINCENT DE
PAUL CARES

This **Assignment, Assumption, and Amendment** ("Instrument") is by and between Charlotte County, a political subdivision of the State of Florida (hereinafter "the County"), Charlotte County Homeless Coalition, Inc., a Florida not-for-profit corporation (hereinafter "CCHC") and Society of St. Vincent de Paul South Pinellas, Inc., d/b/a St. Vincent de Paul CARES, a Florida not-for-profit corporation (hereinafter "CARES").

I. RECITALS.

WHEREAS, on or about February 24, 2006, the CCHC entered into contract with the County (Contract #1), for use of County funds to purchase, construct and/or renovate, and administer certain real property for single pregnant females to be known as "Genesis Bishop House." Contract #1 is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on or about March 10, 2006, the CCHC entered into a Land Use Restriction Agreement (LURA) pursuant to the terms and conditions of Contract #1. The LURA, as recorded in the Official Records of Charlotte County, Florida, Book 2927, Pages 252-261, is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, on or about July 26, 2024, the CCHC merged with CARES. Pursuant to the Merger Agreement, attached hereto and incorporated herein as **Exhibit C**, CCHC assigned all its rights and obligations related to the Genesis Bishop House to CARES; and

WHEREAS, CCHC and/or CARES have requested the County's consent to the assignment of Contract #1 and the LURA (collectively, the "Agreements") and both understand that such consent is subject to the terms and conditions set forth in this Instrument; and

WHEREAS, the County wishes to release the CCHC from the obligations described in the Agreements, provided that CARES agrees to perform the obligations and be bound by the terms of the Agreements and amendments outlined herein.

NOW, THEREFORE, for the reasons recited above, and in consideration of mutual covenants contained herein, the parties agree as follows:

II. ASSIGNMENT BY CCHC/ASSUMPTION BY CARES.

1. The above stated Recitals are incorporated herein and expressly made a part

of this Agreement.

2. By virtue of the terms of the Merger Agreement, all assets, rights, debts, obligations, restrictions, and duties of the CCHC are now the assets, rights, debts, obligations, restrictions, and duties of CARES.

3. CARES shall assume the Agreements, including all the rights and obligations thereunder, as amended by this Instrument. CARES agrees to be bound by all the terms of therein, and any amendments thereto, in every way as if it was an original party.

4. The County releases the CCHC from all claims for any liabilities that arise, or may have arisen, with respect to the Agreements. CARES agrees to assume, and County accepts, the liability of CARES for any claims that arise, or may have arisen, with respect to the Agreements in lieu of the liability of the CCHC.

III. **CONSENT.** Subject to the terms and conditions set forth herein and as evidenced by the signature of the parties' authorized representative, the parties' consent to the assignment of the Agreements.

IV. **AMENDMENT.**

The County and CARES hereby amend the Agreements as follows:

- a. Genesis Bishop House shall hereinafter be known as "Rosalie Rendue Manor."
- b. The new project objective/purpose shall be: "to provide low-income emergency shelter and transitional programming for homeless individuals, whose income is at or below 80% AMI." Any provision within the Agreements which conflict with the new proposed use and income eligibility as reflected herein is hereby superseded.
- c. The Contract Manager for the parties shall be:

CARES
Tomas Yi, Chief of Legal Services
384 15th St. N.
St. Petersburg, FL 33705

County
Director of Human Services
215500 Gibraltar Drive
Port Charlotte, FL 33952

- d. All required notices for the parties shall be submitted to:

CARES
St. Vincent de Paul CARES
Attn: Legal Dept.

384 15th St. N.
St. Petersburg, FL. 33705
County

Assignment, Assumption, and Amendment
Genesis Bishop House

Charlotte County Government
Director of Human Services

21500 Gibraltar Drive
Port Charlotte, FL 33952

V. RIGHTS OF PARTIES, GOVERNING LAW, AND EXECUTION.

- a. Nothing in this Instrument shall be construed to impair, limit, or otherwise affect any rights that the County, the CCHS, and/or CARES has or may have under the Agreements.
- b. This Instrument shall be governed and construed in accordance with the laws of the State of Florida
- c. This Instrument may be executed in counterparts, each of which shall be considered an original for all purposes. Any and all counterparts shall together constitute one and the same instrument.
- d. The effective date of this Instrument shall be the date on which it is fully executed.

Exhibits:

Exhibit A – Contract 1

Exhibit B – Land Use Restriction Agreement

Exhibit C – Merger Agreement

[Remainder of Page Intentionally Left Blank]

Assignment, Assumption, and Amendment
Genesis Bishop House

IN WITNESS WHEREOF, the parties hereto have executed this Instrument as of the dates written below.

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court
and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Joseph M. Tiseo, Chairman

Date: _____

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR24-0843 Janette S. Knowlton (GP)

Assignment, Assumption, and Amendment
Genesis Bishop House

Signed, sealed and delivered in the
presence of:

CHARLOTTE COUNTY HOMELESS
COALITION, INC.

Catherine Murphy
Witness #1 Signature

By: Lisa Pervin
Signature

Catherine Murphy
Name printed or typed

Print: Lisa Pervin
Name

[Signature]
Witness #2 Signature

Title: Interim CEO

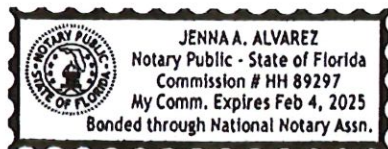
Brenda Gonzalez
Name printed or typed

STATE OF Florida
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of January, 2025 by Lisa Pervin, Interim CEO CCHC, (Title) _____, on behalf of the Charlotte County Homeless Coalition, Inc. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Jenna A. Alvarez
Notary Public



Jenna A. Alvarez
Name typed, printed or stamped
My Commission Expires: 02/04/2025

Assignment, Assumption, and Amendment
Genesis Bishop House

Signed, sealed and delivered in the
presence of:

[Signature]
Witness #1 Signature

MARK W. COOPER II
Name printed or typed

[Signature]
Witness #2 Signature

Gabriella Mohr
Name printed or typed

SOCIETY OF ST. VINCENT de PAUL
SOUTH PINELLAS INC.

By: [Signature]
Signature

Print: Michael J. Raposa
Name

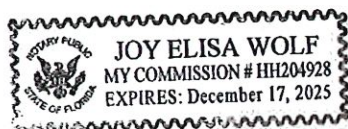
Title: CEO

Date: _____

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of JANUARY, 2025 by Michael J. Raposa, (Title) CEO, on behalf of the Society of St. Vincent de Paul South Pinellas Inc. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



[Signature]
Notary Public

Joy Elisa Wolf
Name typed, printed or stamped
My Commission Expires: 12/17/25

EXHIBIT A

Agreement #

2005-063

**CONTRACT BETWEEN CHARLOTTE COUNTY
AND THE
CHARLOTTE COUNTY HOMELESS COALITION, INC.
FOR THE IMPLEMENTATION OF GENESIS BISHOP HOUSE**

THIS AGREEMENT is made at Port Charlotte, Florida, this 24TH day of February, 2006, between the Charlotte County Board of County Commissioners ("County"), and the Charlotte County Homeless Coalition, Inc., a Florida non-profit corporation ("Owner" or "Contractor"), who owns or has constructive control of the Real Property more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

WITNESSETH:

WHEREAS, County has hurricane housing recovery funds available, and it approved the Hurricane Housing Recovery ("HHR") Plan on July 12, 2005; and

WHEREAS, the HHR Plan allows for extremely low-income housing and programs to assist qualifying individuals in Charlotte County; and

WHEREAS, from time to time County may allocate housing funds as Deferred Payment Loans or Grants to those persons or organizations capable of carrying out the purpose of the County's HHR Plan; and

WHEREAS, Owner is an eligible developer/contractor pursuant to the County's HHR Plan and wishes to use funds to purchase, renovate, and administer an extremely low-income property for single pregnant females to be known as "Genesis Bishop House"

WHEREAS, County now desires to provide HHR funds for the purchase, implementation, and administration of Genesis Bishop House, and in return for Owner's commitment that the Genesis Bishop House will continue to be occupied and used only by eligible persons, for the purposes stated herein, for at least thirty (30) years, unless written consent is obtained by the Board of County Commissioners.

NOW, THEREFORE, County and Owner agree as follows:

1. TERM OF AGREEMENT. This Agreement shall take effect upon full execution and continue for thirty (30) years, unless terminated earlier as provided for herein.
2. AFFORDABLE HOUSING OBJECTIVE. The Affordable Housing Objective of this Agreement is to provide for the purchase, renovation and administration of Genesis Bishop House detailed in Exhibit B, attached hereto and incorporated herein by reference. County agrees to provide an Affordable Housing grant in the amount of Four-hundred and six-thousand, and eight-hundred dollars (\$406,800.00) for the purpose of purchase, renovation and administration of the

Genesis Bishop House in accordance with the application. By the time of completion of the renovation work and/or purchase, all residents/users (other than resident managers) must have been certified as income eligible in accordance with criteria defined in Chapter 420, F.S. In order to achieve the Affordable Housing Objective, Owner agrees to:

- a) Prepare plans and specifications for the renovation and administration of Genesis Bishop House in accordance with Exhibit B, attached hereto and incorporated herein by reference.
- b) Obtain all applicable permits necessary for any renovation or construction work.
- c) Complete the renovation or construction work by contractors licensed and insured in accordance with all State and local regulations, as required.
- d) Provide County with annual reports as required by Section 420.907, F.S., and Charlotte County Ordinance Number 93-7, due August 1 for the previous annual period ending June 30, beginning August 1, 2006.
- e) Implement and administer the use of Genesis Bishop House for a period of thirty (30) years from the date of this Agreement.
- f) If the Genesis Bishop House and/or Property is sold, ensure that the new owner maintains the Genesis Bishop House as an extremely low-income affordable housing property as described herein, for the remainder of the thirty (30) year period.

3. OWNER CONTROL OF CONSTRUCTION WORK

- a) Owner shall, at its own risk, contract the renovation or construction work to licensed contractors or subcontractors.
- b) Owner shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and shall coordinate all portions of the construction work under this Agreement.
- c) Owner shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the construction work.
- d) Owner shall enforce strict discipline and order among the contractors' employees and other persons carrying out the work. Owner shall employ only licensed contractors to complete the construction work described in Exhibit B. Owner shall not employ, or allow to be employed, any person who is unfit or unskilled for the tasks assigned.

e) Owner shall require that all materials and equipment furnished in completion of the Work be good quality and new unless otherwise required or permitted, and that the construction Work conform with the requirements of Exhibit B.

f) Owner shall pay, when due, all legally enacted sales, consumer, use and other similar taxes due and payable which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for (or cause to be secured and pay for) any building or construction permits and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

g) Owner shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the construction work.

h) As between Owner and County, Owner shall be solely responsible for all for acts and omissions of any contractor's employees, subcontractors and its agents and employees, and all other persons performing portions of the work.

i) Owner shall be responsible for maintaining the premises and surrounding area free from accumulation of waste material or rubbish caused by the performance of the work

j) Owner shall provide County with written monthly progress reports during acquisition and renovation of Genesis Bishop House, with the first monthly report due March 15, 2006. After acquisition and renovation are complete, and Genesis Bishop House is being used by residents, Owner shall provide written quarterly operating reports regarding the administration and use of Genesis Bishop House.

4. DISTRIBUTION OF FUNDS. Distribution of HHR funds to acquire, renovate, and administer the Genesis Bishop House shall be in accordance with the following provisions:

a) The maximum amount payable for the acquisition, renovation, and administration shall be \$406,800.00. All work shall be performed by Owner in accordance with the requirements of this Agreement.

b) All payments shall be for expenditures incurred on or before June 30, 2008. Payment will be made according to the following schedule:

- 1) \$ 325,000.00 within five (5) days of execution of this Agreement, as an advance for the real estate purchase of the Property and Genesis Bishop House.
- 2) \$ 81,800.00 within three-hundred and sixty five (365) days of Owner's closing on the subject Property, to be used for the purposes enumerated in Exhibit "B" attached hereto.

5. COMMITMENT TO CONTINUING AFFORDABILITY. Owner commits to comply with the affordable housing criteria provided under Chapter 420, Florida Statutes, applicable to the affordable housing objective of the award. Specifically, Owner agrees to ensure that occupancy, rental rates, daily fees and minimum housing quality standards are maintained at levels approved by Chapter 420, Florida Statutes, as amended. Failure of Owner to meet the tenant occupancy, daily fees, rental rates, or minimum housing quality standards delineated in Chapter 420, Florida Statutes, shall be deemed a violation of this Agreement, which shall then terminate in accordance with this Agreement, after a cure period of sixty (60) days. The minimum standards which must be attained at the completion of construction, and sustained thereafter, are:

a) Genesis Bishop House must be occupied by single pregnant females who have annual incomes that meet the definition of extremely low income households as established in the Charlotte County HHR Plan and corresponding local, state, and federal housing definitions, as amended from time to time.

b) Owner agrees that all persons temporarily or permanently residing on the Property improved with HHR funds shall be required by lease agreement or other means to complete the applicable State application or eligibility form to be provided by County, or approved by County. It is hereby understood that the requirement to cooperate with the income verification and reporting procedures are in effect for a period of thirty (30) years following the effective date of this Agreement.

c) Owner shall provide County with reasonable access to the Genesis Bishop House after reasonable notice throughout the term of this Agreement.

d) Owner shall ensure the sustained affordability of the Genesis Bishop House in that should the Owner sell the property or Genesis Bishop House to a new owner, Owner shall assign this Agreement to said new owner.

6. RECORD KEEPING AND REPORTING. Owner shall maintain books, records, documents and other evidence and shall follow generally accepted accounting principles which properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times and after reasonable notice to inspection, review or audit by personnel duly authorized by County and by State HHR personnel.

Owner agrees to retain all books, records, and other documents relative to this Agreement for thirty (30) years following the effective date of this Agreement, and for at least three (3) years after its termination. Persons duly authorized by County shall have full access to and the right to examine any materials during said period, after reasonable prior notice. These materials shall also be subject to Chapter 119, Florida Statutes, unless a statutory exemption applies.

Owner shall cooperate fully with County, its agents, the State of Florida, or their duly authorized representatives during the conduct of the annual review. Access to all pertinent records and project information shall be afforded to such entities upon reasonable request and after reasonable notice.

County shall be the owner of any reports, findings, or other materials produced as a result of this Agreement.

7. PURCHASING. Owner shall purchase on the open market at the best possible price. At least two (2) written quotes for any services or capital equipment purchase (\$10,000.00 or more, per item) should be retained in Owner's files until final operating and final expenditure reports have been reviewed by County.

8. NON-DISCRIMINATION. Owner shall comply with the Civil Rights Act of 1964, as amended. Specifically, Owner agrees that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity or service funded through this Agreement.

Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, or marital status. Owner agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Owner will, in all solicitations or advertisements regarding Apartments activities, services provided or applications for employment state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, or marital status.

County may require Owner to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access at reasonable times and after reasonable notice to Owner's books, records, accounts, and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Agreement upon receipt of evidence and proof of discrimination, as determined by a court or agency having jurisdiction.

9. COMPLIANCE WITH LAWS AND REGULATIONS. In the performance of this Agreement, Owner shall comply with all laws and regulations pertaining to the State of Florida; the Charlotte County Local Housing Assistance Plan; the Charlotte County HHR Plan; all state laws, rules and regulations described in Chapter 420, Part VII, F.S.; all rules as described in 9I-37, FAC; and Charlotte County Code Chapter 1-8. Owner shall also comply with all HHR program administrative procedures.

10. INDEPENDENT CONTRACTOR. Under the provisions of this Contract, Contractor shall be considered an independent contractor for which County assumes no responsibility for the means or manner in which Contractor's services are provided or persons employed.

11. INDEMNIFICATION. For \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor agrees to defend, indemnify, and save County harmless from any damage whatsoever arising from the performance of any of the services under this Contract and to defend, indemnify, and hold County harmless from any claims made by or on behalf of Contractor's clients, agents, servants, volunteers, or employees involved in work under this Contract.

Contractor will promptly report to the County Administrator or designee any claim or suit against Contractor or County arising from action in furtherance of this Contract and shall pay to County any and all damages, expenses, costs, attorney's fees, and judgments incurred or assessed against County by reason of any claim or suit arising from Contractor's negligent or intentional acts or default in the performance of this Contract. Contractor further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of Contractor and not of the County.

12. INSURANCE. Contractor shall maintain public liability and property damage insurance in amounts approved by County and reasonably estimated to discharge its obligations under this Contract. Contractor shall submit to the County Grants Coordinator, within thirty (30) days of execution of this Contract, a copy of the insurance contract and a certificate of insurance showing County (and its officers, employees, agents, and volunteers) as an additional insured.

13. WORKERS COMPENSATION. Owner and its contractors and subcontractors shall comply with all applicable Florida Laws regarding Workers Compensation, Chapter 440, Florida Statutes.

14. CONTRACT MANAGERS. The Contract Manager for County is the County Housing Coordinator. The Contract Manager for Owner is its Executive Director. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be rendered in writing to the other party within thirty (30) days of such change.

15. ASSIGNMENT. This Agreement in whole or in part may not be assigned without prior written consent of County. However, should the Owner convey the property or Genesis Bishop House to a new owner, Owner shall assign this Agreement to said new owner. The new owner shall be bound by all the terms of this contract.

16. RENEGOTIATION. County reserves the right to renegotiate and amend this Agreement if revisions of any applicable laws, regulations or budget allocations make changes in the Agreement necessary.

17. LAND-USE RESTRICTIONS. Owner also agrees to execute a Land-Use Restriction Agreement("LURA")—as provided by County—regarding the property and Genesis Bishop House, which shall be recorded and run with the land.

18. TERMINATION. Any violation by Owner of any provision of this Agreement or any applicable County, State or Federal regulations shall be considered to be a breach of this Agreement, and County may choose to terminate this Agreement after thirty (30) days prior written notice and an opportunity to cure. Given a breach by owner and subsequent termination, Owner shall within thirty (30) days repay County all outstanding balances on loan(s) made to Owner pursuant to this contract. Additionally, subsequent to breach by Owner or any subsequent owner, County may use all legal means to enforce the terms of this Agreement, including but not limited to, injunctive relief, code enforcement measures, zoning determinations, and refusal to issue permits. Owner may terminate this Agreement only upon a breach by County and after thirty (30) days written notice to County and upon payment of any remaining sums due under the Affordable Housing Grant.

19. NOTICES. Notice to the Owner will be delivered to Genesis Bishop House c/o Charlotte County Homeless Coalition, P.O. Box 380157, Murdock, Florida 33938-0157. Notice to County will be delivered to the County Housing Coordinator, Human Services Department, 512 E. Grace Street, Punta Gorda, Florida 33950.

20. FLORIDA LAW. This Agreement shall be governed and construed in accordance with Florida law.

21. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.


IN WITNESS WHEREOF, the parties have executed this Agreement in Charlotte County the date and year first written above.

ATTEST:

Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By 
Deputy Clerk

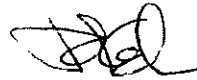
BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By 
Thomas G. Moore, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Janette Knowlton, County Attorney JK5-55-720

CHARLOTTE COUNTY HOMELESS
COALITION, INC.



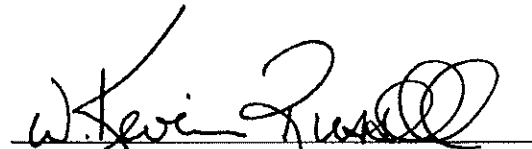
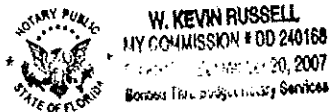
Rex Koch, President

ATTEST:

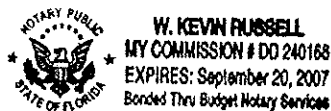
By: Connie Thrasher
Its: Charlotte County Homeless Coalition, Inc.
Director of Development & P.R.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 14 day of February 2006,
by Rex Koch, who attests that he/she is
President of the CHARLOTTE COUNTY HOMELESS COALITION, INC., a Florida
non-profit corporation, (☒) who is personally known to me, or () who has produced
_____ as identification and who () did () did not take an oath.


Notary Public
W. Kevin Russell

(Type/Print Name)



My Commission Expires:
Commission Number:

LEGAL DESCRIPTION

EXHIBIT "A"

Lots 9 and 10, Block 882, PORT CHARLOTTE SUBDIVISION, Section 19, according to the Plat thereof, as recorded in Plat Book 5, Pages 9A through 9C, of the Public Records of Charlotte County, Florida.

EXHIBIT "B"

Summary Project Proposal: \$406,800 to purchase a six-bedroom 12-bed emergency residential structure with kitchen/dining facility for single pregnant women whose lives were affected by Hurricane Charley. Every resident will be charged \$10/day. The structure shall be known as the Genesis Bishop House.

Justification of Need:

This is a proposal for safe emergency housing for homeless single pregnant females. The annual point-in-time count conducted in January 2005 and mandated by the State Office on Homelessness resulted in a total of **4,793 homeless persons**, which included 2,732 single adult males and females, 1006 single individuals with minor children, 623 two-parent families with children and 432 married couples with no children.

Some of the clients served by the Homeless Coalition are homeless single females. These clients range in age from 14 to 40. Since there is no shelter or funding to pay for hotel rooms, these women move from living with friends to living and sleeping in cars or tents.

Hurricane Charley destroyed the Pineapple Motel and many private homes that rented single rooms. These are the places where working individuals shared rooms and now the men and women are living in the woods and are looking for a safe place to live.

The enrollment at the alternative school in Charlotte County called the Academy has increased and according to a Charlotte County Deputy Sheriff in charge of community policing, there are a number of young girls who have no home or have a home with an abusive environment. These girls can benefit from a stable place such as the one we propose and the program that accompanies it.

As of this writing, Healthy Families has an immediate need of 9 beds for homeless pregnant women while Pregnancy Crisis Careline needs 5 beds. Healthy Families is a program of Charlotte Community Mental Health Services that offers voluntary home visiting services for expecting and new parents by helping them manage the stresses of being a new parent, providing support in parenting and encouraging parents to achieve personal and family goals. Pregnancy Crisis Careline assists prospective parents discover all the support services available in the community including prenatal and post natal care and material resources such as maternity clothes, baby furniture, baby clothing, baby formula, etc.

In addition to the above-mentioned agencies, other organizations such as Healthy Start and the Pregnancy Test Center, a ministry of First Baptist Church of Port Charlotte, are in collaboration to provide subsidies to those who can not manage the low daily rate.

Proposed Plan

\$ 325,000 – purchase price of six-bedroom residence on 112 Bishop Street to house 12 homeless pregnant single women. This facility was formerly used by Charlotte Community Mental Health Services for their Geriatric Residential Inpatient Treatment System (GRITS).

\$ 25,000 – site work of vacant lot beside house (land clearing, fill and grade, drives and parking)

\$ 49,600 - furniture, fixtures and appliances (the house needs a commercial stove and dishwasher)

\$ 7,200 – operating reserve

\$ 406,800 **Total Project Cost**

Source of Funding

\$ 406,800 – HHRP Funds

Operating expenses will be funded primarily from rents collected from occupants supplemented by Emergency Shelter Grant (maximum of \$100,000) and collaborating agencies.

An equivalent of 2.5 FTE paid staff (full time day house mother, full time night house mother, and one part time maintenance person) will be hired to manage the shelter.

The existing facility has a special zoning exception for 15 beds for geriatric patients.

IMAG'
3-6-06
AP

EXHIBIT B

CLG
BCC #14

(XREF AGR 2005-063)

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 2927, PGS 252-261 10 pg(s)
INSTR # 1527636
Doc Type AGR, Recorded 03/16/2006 at 10:27 AM
Rec. Fee: \$86.50
Cashiered By: MARGEC Doc. #:1

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

LAND USE RESTRICTION AGREEMENT

Owner's Name and Address: Charlotte County Homeless Coalition, Inc.
P.O. Box 380157
Murdoch, FL 33939-0157

Location of Property: 112 Bishop Street
Port Charlotte, FL 33954

Name of Project: Genesis Bishop House

This **LAND USE RESTRICTION AGREEMENT** (this "Agreement" or "LURA") is made and entered into as of March 10, 2006, between the **CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS** (the "County") and **CHARLOTTE COUNTY HOMELESS COALITION, INC.**, a Florida non-profit corporation (the "Grantee").

PREAMBLE

WHEREAS, County has received hurricane housing recovery funds, and has approved its Hurricane Housing Recovery ("HHR") Plan on July 12, 2005; and

WHEREAS, the County has granted to Grantee the amount of Four-hundred and six-thousand, and eight-hundred dollars (\$406,800.00) to be used for its project known as Genesis Bishop House ("Project"), see attached legal description in Exhibit "A", pursuant to the "Contract Between Charlotte County and the Charlotte County Homeless Coalition, Inc. for the Implementation of Genesis Bishop House", dated February 24, 2006 ("Genesis Bishop House Contract"); and

IMAGED
3-24-06
AP

10
✓ Minutes

WHEREAS, the Genesis Bishop House Contract requires, as a condition of making the grant, the execution and delivery of this LURA by Grantee; and

WHEREAS, in order to satisfy such requirement, the County and the Grantee have determined to enter into this LURA to set forth certain terms and conditions relating to the acquisition, construction, equipping, land-use, and leasing of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Grantee do hereby contract and agree as follows:

AGREEMENT

Section 1. Definitions and Interpretation. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement. In addition, the capitalized words and terms used herein which are not otherwise defined herein shall have the same meanings ascribed to them in the Genesis Bishop House Contract.

"County" means Charlotte County, Florida.

"Eligible Client" means a person(s) or family who classifies as extremely low-income pursuant to Port Charlotte - Punta Gorda MSA.

"Income Certification" means such Income Certification form as approved by County and which may be revised by the County from time to time, a true and correct current copy of which is attached hereto as Exhibit "B".

"Project" shall mean the Genesis Bishop House, a 6-bedroom, 12 bed, residential structure to be used by qualifying single pregnant females who have annual incomes that qualify as extremely low income and to be located on the Property as more particularly described in Exhibit "A" hereto, such Project with respect to which the County has made the grant, and which has been acquired and will be constructed and equipped, and will be operated and maintained in compliance with the requirements of the Genesis Bishop House Contract and this Agreement.

"State" shall mean the State of Florida.

"Term of this Agreement" means the term determined pursuant to Section 9 hereof.

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The terms and phrases used in the recitals of this Agreement have been included for convenience of reference only and the meaning, construction and interpretation of all such terms and phrases for purposes of this Agreement shall be determined by references to this Section. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Pregnant Single Females Shelter Project. The County and the Grantee hereby declare their understanding and intent that, during the Term of this Agreement, the Project is to be owned, managed and operated, as a "Pregnant Single Females Shelter". To that end, the Grantee hereby represents, covenants and agrees as follows:

(a) that the Project has been, or will be, acquired, renovated and equipped for the purpose of providing extremely low-income transitional housing, and the Grantee shall own, manage and operate the Project as an extremely low-income transitional housing facility;

(b) that the Project consists of a 6-bedroom, 12 bed, housing facility;

(c) that during the Term of this Agreement the Grantee will not convert the Project or any portion of it to condominium ownership;

(d) that during the Term of this Agreement no dwelling unit in the Project shall be occupied by the Grantee at any time unless the Grantee resides in a dwelling unit in a building or structure which contains at least six (6) bedrooms and unless the resident of such dwelling unit is a resident manager or other necessary employee (e.g., maintenance and security personnel);

(e) that the Grantee shall not discriminate on the basis of race, creed, religion, color, age, sex, marital status, family status, handicapped status or national origin in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

Unless the provisions of this Section are amended as permitted under Section 13(b) hereof, the provisions of this Section shall remain in effect during the Term of this Agreement.

Section 3. Eligible Clients Grantee hereby represents, covenants and agrees that for the duration of this Agreement:

(a) The Grantee shall obtain and maintain on file an Income Certification from each Eligible Client, after actual verification by Grantee, dated within 24 hours of initial occupancy of such client in the Project. An Eligible Client shall deposit an equivalent of three days occupancy fee prior to initial occupancy.

(b) The Grantee shall maintain complete and accurate records pertaining to the dwelling units occupied or to be occupied by Eligible Clients, and to permit any duly authorized representative of the County to inspect such records upon reasonable notice. Grantee shall use its Homeless Management Information System (HMIS) which maintains a current inventory of beds and dwelling units no occupied or available for occupancy.

(c) The Grantee shall timely notify the County if at any time the dwelling units in the Project are not occupied or available for occupancy as provided in subparagraph (b) above.

(d) The Grantee shall immediately notify the County of any change in the management of the Project.

The provisions of this Section relating to Eligible Clients shall terminate upon the expiration of this Agreement.

Section 4. Indemnification. The Grantee hereby covenants and agrees that the indemnity provisions of Paragraph 11 of the Genesis Bishop House Contract relating to the Grantee's indemnity obligations apply to any challenges, claims, or suits under this Agreement.

Section 5. Consideration. The County has issued the Grant for the purpose, among others, of enabling Grantee to acquire, construct and equip the Project as a residential development principally for persons of extremely low income. In consideration of the issuance of the Grant by the County, the Grantee has entered into this Agreement.

Section 6. Reliance. The County and the Grantee hereby recognize and agree that the representations and covenants set forth herein may be relied upon by the other party. In performing their duties and obligations hereunder, the County may rely upon statements and certificates of the Grantee and Eligible Clients believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Grantee pertaining to occupancy of the Project. In performing its duties and obligations hereunder, the Grantee may rely upon certificates of Eligible Clients reasonably believed to be genuine and to have been executed by the proper person or persons.

Section 7. Project Within the County Limits. The Grantee hereby represents and warrants that the Project is located entirely within the corporate municipal limits of the County.

Section 8. Sale and Conveyance of Project. (a) Grantee shall not sell, transfer or encumber the Project, in whole or in part, without the prior written consent of the County, which consent may be given or withheld in the sole discretion of the County, provided that as a precondition to the giving of such consent, (i) the Grantee shall not be in Default hereunder, (ii) the continued operation of the Project shall comply with the provisions of Sections 2 and 3 of this Agreement, (iii) the subsequent purchaser or assignee shall execute any document requested by the County, to acknowledge that it holds title to the Project subject to the covenants and obligations contained in the Genesis Bishop House Contract and this Agreement, (iv) the purchaser and assignee shall have first executed a document in recordable form addressed to the County and to the effect that such purchaser or assignee will comply with the terms and conditions of the Genesis Bishop House Contract and this Agreement, and (v) such other conditions as may be reasonable under the circumstances.

Section 9. Term. This Agreement shall become effective upon its execution and delivery, and shall remain in full force and effect until thirty (30) years therefrom. Upon the termination of this Agreement as aforesaid, upon request of any party hereto, the County, the Grantee and any successor party hereto shall execute a recordable document further evidencing such termination.

Section 10. Enforcement. If (i) the Grantee defaults in the performance of its obligations under this Agreement or breaches any covenant, agreement or warranty of the Grantee set forth in this Agreement (a "Default"), and if such Default remains uncured for a period of 30 days after notice thereof shall have been given by the County to the Grantee, or (ii) there occurs a violation of the Genesis Bishop House Contract, then, subject to Section 12 hereof, the County may take such action at law or in equity, as is necessary in order to obtain specific performance of any covenant or other obligation of the Grantee in this Agreement. A reasonable time shall be at least 60 days (or 90 days for any Default not caused by a violation of Section 2 or 3 hereof) after such Default is first discovered by the exercise of reasonable diligence.

The County shall have the right to enforce this Agreement and require curing of Defaults in such shorter periods than specified above as County may determine necessary to maintain compliance with State law and regulations. In the event this Agreement must be enforced by or on behalf of the County, the County shall be entitled to recover any costs incurred in such judicial proceedings, including reasonable attorney fees and expenses and court costs.

Section 11. Recording and Filing; Covenants to Run With the Land. This Agreement is a land-use restriction agreement to be recorded in the public records and run with the land:

(a) Upon execution and delivery by the parties hereto, the Grantee shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public deed records of the County and in such manner and in such other places as the County may reasonably request, and shall pay all fees and charges incurred in connection therewith.

(b) This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Grantee, the County, and their respective successors and assigns during the Term of this Agreement.

Section 12. Governing Law. This Agreement shall be governed by the laws of the State of Florida, both substantive and relating to remedies.

Section 13. Assignments and Amendments. Regarding assignment and amendment:

(a) The Grantee shall not assign its interest hereunder, except by writing, with the consent of the County, and in accordance with the provisions of Section 8 hereof.

(b) To the extent State law and/or regulations shall impose requirements upon the ownership or operation of the Project more or less restrictive than those imposed by this Agreement, the Grantee and the County shall be deemed to be automatically amended to impose such additional or more restrictive requirements. The County and the Grantee may from time to time enter into one or more amendments or supplements to this Agreement, for any of the following purposes:

(i) To correct or amplify the description of the Project;

(ii) To evidence the succession of another person or entity to the County or the Grantee and the agreement by any successor to perform the covenants of their predecessor;

(iii) To cure any ambiguities, to correct or supplement any provisions of this Agreement which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Agreement, which will not be inconsistent with the provisions of this Agreement.

Section 14. Notice. Any notice required to be given hereunder shall be given by personal delivery, by U.S. mail or by expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered U.S. mail.

County: County Housing Coordinator
 Human Services Department
 512 E. Grace Street
 Punta Gorda, Florida 33950

Grantee: Genesis Bishop House c/o
 Charlotte County Homeless Coalition
 509 Berry Street

Punta Gorda, Florida 33950

Section 15. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

Section 16. Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the County and the Grantee have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first written above.

(SEAL)

ATTEST:

Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By

James D. Mitchell
Deputy Clerk 3-15-06

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By

Thomas G. Moore
Thomas G. Moore, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette Knowlton, County Attorney JKS 05-720

GRANTEE:

WITNESSES:

CHARLOTTE COUNTY HOMELESS
COALITION, INC.

By: [Signature]
Name: KAREN BALL

By: [Signature]
Rex Koch, President

By: [Signature]
Name: Melissa Daniel

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 10th day of March, 2006,
by Rex Koch, who attests that he is
President of the CHARLOTTE COUNTY HOMELESS COALITION, INC., a Florida
non-profit corporation, (☒) who is personally known to me, or () who has produced
_____ as identification and who () did (☒) did not take an oath.



[Signature]
Notary Public

Melissa S Daniel
(Type/Print Name)

My Commission Expires: 2/8/08
Commission Number: DD288500

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 9 and 10, Block 882, PORT CHARLOTTE SUBDIVISION, Section 19, according to the Plat thereof, as recorded in Plat Book 5, Pages 9A through 9C, of the Public Records of Charlotte County, Florida.

EXHIBIT "B"



Charlotte County Homeless Coalition, Inc.

Homeless Prevention • Emergency Shelter • Day Resource • Lighthouse Kitchen

1476 Kenesaw Ave., Port Charlotte, Florida 33948

Mailing Address: P.O. Box 380157, Port Charlotte, FL 33938-0157

Phone 941-627-4313 Fax 941-627-9648

Web: www.cchomelesscoalition.org Email: director@cchomelesscoalition.org

CCHC Income Verification Form

<input type="checkbox"/> Bishop House	<input type="checkbox"/> CHARA House	<input type="checkbox"/> Safe Haven
---------------------------------------	--------------------------------------	-------------------------------------

Clients Name _____

Date _____

Hourly Rate _____

Weekly Hours _____

Start Date _____

Monthly Gross Income _____

Employer Information

Name of Company _____

Address of Company _____

Phone Number _____

Name of Supervisor _____

Signature of Supervisor _____

Revised 12/22/05

IMAGED
3-24-06
AP

EXHIBIT C

MERGER AGREEMENT

This MERGER AGREEMENT (this "Agreement") is entered into on 07/26/2024 (the "Signing Date"), by and between Society of St. Vincent de Paul South Pinellas Inc. d/b/a SVDP CARES, a Florida not-for-profit corporation ("CARES") and Charlotte County Homeless Coalition Inc., a Florida not-for-profit corporation ("CCHC").

RECITALS

WHEREAS, CARES is a charitable not-for-profit corporation organized under the laws of the State of Florida, that provides housing solutions and programs for persons facing homelessness, Veterans, persons and families encountering barriers to finding housing, employment opportunities and also provides counseling programs with services offered in 19 Florida counties;

WHEREAS, CCHC is a charitable not-for-profit corporation organized under the laws of the State of Florida, which serves adults, Veterans and persons facing trauma, addiction, homelessness and social challenges in Charlotte County, Florida, and offers emergency shelter, hunger prevention, homeless prevention, housing programs and services;

WHEREAS, the respective boards of directors of CARES and CCHC have (a) determined that it is in the best interest of such parties and the constituents they serve to enter into a transaction pursuant to which CCHC merges with and into CARES, and (b) approved the execution and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants set forth herein and intending to be legally bound, the parties hereby agree as follows:

1. Certain Definitions. Capitalized terms not defined elsewhere herein shall have the meanings set forth below.

"Articles of Merger" means the Articles of Merger, to be filed with the Department of State of the State of Florida, meeting the requirements of the Florida Not-for Profit Corporation Act, in substantially the form set forth at Exhibit A.

"Effective Date" means the date that Articles of Merger are filed with the Florida Department of State and accepted as filed.

"Florida Act" means the Florida Not- For- Profit Corporation Act, as amended from time to time.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such

organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Law" means any federal, state, regional, local or foreign law, constitution, rule, statute, ordinance, regulation, order, code, judgment, charge, writ, injunction or decree.

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, in CARES's discretion, individually or in the aggregate, materially adverse to the business, operations, condition (financial or otherwise), relationships or assets of CCHC.

"Person" means any individual or corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

"Plan of Merger" means that certain Plan of Merger to be filed with the Articles of Merger and other regulatory filings and proceedings.

"Tax Returns" means any return or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

2. The Merger. On the Effective Date: (i) CCHC will merge with and into CARES (the "Merger"); (ii) CARES will be the corporation surviving the Merger; and (iii) the separate existence of CCHC will cease. The Merger shall become effective upon the date set forth in the Articles of Merger and Plan of Merger filed with the Florida Department of State.

(a) Effects of Merger. The Merger shall have the effects set forth in the applicable provisions of the Florida Act. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Date, all property, rights, powers, licenses and authority of CCHC shall vest in CARES, and all assets, rights, debts, liabilities, obligations, restrictions and duties of CCHC shall become the assets, rights, debts, liabilities, obligations, restrictions and duties of CARES.

(b) Consideration. As consideration for the transactions contemplated by this Agreement, as of the Effective Date, by virtue of the Merger and without further action on the part of CARES or CCHC, CARES shall assume all debts, liabilities, obligations, restrictions and duties of CCHC.

(c) Closing. Upon the terms contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") shall be deemed to occur on the Effective Date, and all transactions contemplated by this Agreement shall occur and be deemed complete as of such date. On the Effective Date (i) the parties shall deliver the respective documents, certificates or instruments required to be delivered by such parties pursuant to this Agreement or otherwise required to effect the Merger; and (ii) the parties hereto shall file the Articles of Merger and Plan of Merger with the Florida Department of State.

(d) No Assumption of Post-Merger Liabilities. CARES shall not assume, and shall not be responsible for, any liabilities, debts, obligations, or commitments of CCHC that are incurred or arise after the Effective Date of this Merger Agreement. All such post-merger liabilities, whether known or unknown, contingent or otherwise, shall remain the sole responsibility of CCHC. CARES shall be indemnified and held harmless by the CCHC from and against any and all such post-merger liabilities.

3. The Surviving Corporation.

(a) Articles of Incorporation. The articles of incorporation of CARES will be in effect immediately prior to the Effective Date and shall remain the articles of incorporation of CARES as the surviving corporation, until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(b) Bylaws. The bylaws of CARES will be in effect immediately prior to the Effective Date shall remain the bylaws of CARES as the surviving corporation as of the Effective Date and shall remain the bylaws of CARES until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(c) Directors and Officers. The directors and officers of CARES in office immediately prior to the Effective Date shall remain the directors and officers of CARES as the surviving corporation as of the Effective Date and shall remain the directors and officers of CARES until such persons thereafter resigned or are removed in accordance with the bylaws and/or other governance documents of CARES. Notwithstanding the foregoing, CARES, upon resolution by the Board, will offer to nominate one non-employee member of the board of directors of CCHC to serve on the Special Works Board of CARES after the Closing and transfer of all assets to CARES.

4. Representations and Warranties of CCHC. To induce CARES to enter into this Agreement and consummate the transactions contemplated hereby, CCHC hereby represents and warrants to CARES that the statements contained in this Article 4 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. CCHC is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite power and authority to carry on its business and to own and use the assets and properties owned and used by it. CCHC is in full compliance with all provisions of its organizational documents.

(b) Governance. CCHC has no members, and its board of directors exercises all corporate powers.

(c) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which CCHC is a party have been duly authorized by the board of directors of CCHC, and except as set forth in this Agreement, no other act or proceeding on the part of CCHC or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by CCHC. This Agreement constitutes the valid and legally binding obligation of CCHC, enforceable against CCHC in accordance with its terms, assuming the due authorization, execution and delivery by CARES, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

5. Representations and Warranties of CARES. To induce CCHC to enter into this Agreement and consummate the transactions contemplated hereby, CARES hereby represents and warrants that the statements contained in this Article 5 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. CARES is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida. CARES has all requisite power and authority to carry on its operations and to own and use the assets and properties owned and used by it. CARES is in full compliance with all provisions of its organizational documents.

(b) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which CARES is a party have been duly authorized by the board of directors and members of CARES, and except as set forth in this Agreement, no other act or proceeding on the part of CARES or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by CARES. This Agreement constitutes the valid and legally binding obligation of CARES, enforceable against CARES in accordance with its terms, assuming the due authorization, execution and delivery by CARES, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

6. Covenants of the Parties.

(a) Conduct of Business Prior to the Closing. From the Signing Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by

CARES (which consent shall not be unreasonably withheld, conditioned or delayed), CCHC shall (i) conduct the business of CCHC in the ordinary course of business consistent with past practice; and (ii) use reasonable best efforts to maintain and preserve intact the current organization, business and financial condition of CCHC and to preserve the rights, goodwill and relationships with its funders, vendors, Department of Veterans Affairs, other regulatory authorities and others having business relationships with CCHC.

(b) Access to Information. From the Signing Date until the Closing, CCHC shall (i) afford CARES and its representatives full and free access to and the right to inspect all of the properties, assets, premises, books and records, contracts and other documents and data related to CCHC; provided, however, that reasonable advance notice is furnished to CCHC; and (ii) furnish CARES and its representatives with such financial, operating and other data and information related to CCHC as CARES or any of its representatives may reasonably request. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of CCHC. No investigation by CARES or other information received by CARES shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by CCHC in this Agreement.

(c) Closing Conditions. From the Signing Date until the Closing, each party shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7.

(d) Public Announcements. From the Signing Date until the Closing, unless otherwise required by applicable Law, neither party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

(e) Further Assurances. At and after the Effective Time, CARES shall be authorized to execute and deliver, in the name and behalf of CCHC, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of CCHC, any other actions and things to vest, perfect or confirm of record or otherwise in CARES any and all right, title and interest in, to and under any of the rights, properties or assets of CCHC to be acquired by CARES as a result of, or in connection with, the Merger.

(f) Tax Returns. CCHC shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by it that are due on or before the Effective Date (considering any extensions) and shall prepare and timely file a final IRS Form 990 Return of Organization Exempt From Income Tax. Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law).

(g) Employees. At the Closing, no former CCHC employees shall become employees of CARES; provided that CARES may, in its discretion, offer certain former CCHC employees' employment or consulting arrangement.

(h) Vendor and Material Contracts. Prior to the Effective Agreement, the parties hereto shall cooperate and confirm when notice shall be given to any vendors and parties to material contracts that CCHC has entered into, and CARES shall have the opportunity to consent to when notice shall be given and upon what terms shall be accepted with such vendors and contractors that have entered into funding agreements with CCHC.

7. Conditions of Closing and Termination.

(a) Conditions to Obligations of Both Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(i) CARES shall have obtained the requisite consent of its members and its board of directors;

(ii) CCHC shall have obtained the requisite consent of its board of directors;

(iii) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; The Closing shall have been approved by the respective board of directors of each party; and

(iv) The representations and warranties of the parties set forth in this Agreement, and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Effective Date with the same effect as though made at and as of such date.

(b) Conditions to Obligations of CARES. The obligations of CARES to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or CARES's waiver, at or prior to the Closing, of each of the following conditions:

(i) CCHC and CARES shall have received all consents, authorizations, orders and approvals from Governmental Authorities which are required in order to consummate the Merger;

(ii) CARES shall have obtained satisfactory assurances from the funders under CCHC's material program contracts, that such programs will continue with CARES after the Closing;

(iii) From and after the Signing Date, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect; and

(iv) CCHC shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Effective Date.

(c) Termination. This Agreement may be terminated at any time prior to the Closing:

(i) by the mutual written consent of CARES and CCHC;

(ii) by CARES or CCHC if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable; or

(iii) by CARES by written notice to CCHC if:

1. CARES is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by CCHC pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure has not been cured by CCHC within ten days of CCHC's receipt of written notice of such breach from CARES; or

2. any of the conditions set forth in Section 7(a) or Section 7(b) shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by May 31, 2023, unless such failure shall be due to the failure of CARES to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(d) Effect of Termination. In the event of the termination of this Agreement in accordance with this Article 7, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

8. Miscellaneous.

(a) Amendment and Waiver. This Agreement may only be amended or waived and will be binding upon the parties hereto only if such amendment or waiver is set forth in a writing executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(b) Notices. All notices, demands and other communications to be given under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered, if personally delivered; (b) one day after sent by reputable overnight express courier (charges prepaid); (c) when written verification is received, if sent via email; or (d) five days following mailing by certified mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the parties hereto shall be sent to the addresses indicated on the signature pages hereto.

(c) Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no party may assign its rights or delegate its obligations under this Agreement, whether by operation of Law or otherwise, without the express prior written consent of each other party, which consent shall not be unreasonably withheld.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(e) No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon or give to any Person other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

(f) Complete Agreement. This Agreement and the other agreements and documents referred to herein contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

(g) Counterparts; Delivery. This Agreement may be executed in counterparts, which when taken together shall constitute one and the same instrument. This Agreement and any amendment hereto, to the extent signed and delivered by means of a facsimile machine or via electronic mail of a .pdf or similar file format, shall be treated in all manner and respects as an original agreement or instrument.

(h) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal Law of the State of Florida.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement as of the date first set forth above.

CARES:

Society of St. Vincent de Paul South Pinellas
Inc.,
a Florida not-for-profit corporation

By: Michael J. Raposa
Michael J. Raposa
Chief Executive Officer

CCHC:

Charlotte County Homeless Coalition Inc.,
a Florida not-for-profit corporation

By: Lisa Pervin
Lisa Pervin
Chief Executive Officer

EXHIBIT A

Articles of Merger

Attached

EXHIBIT B

Form of Plan of Merger

Attached

**CHARLOTTE COUNTY HOMELESS COALITION INC.
BOARD OF DIRECTORS RESOLUTION**

WHEREAS, the Board of Directors of the Society of St. Vincent de Paul South Pinellas Inc. ("SVDP") and Charlotte County Homeless Coalition Inc. ("CCHC") have proposed a merger with SVDP being the surviving entity; and

WHEREAS, the proposed merger will enhance service delivery, streamline operations, and improve financial stability for CCHC; and

WHEREAS, it is in the best interest of CCHC to merge into SVDP to achieve the aforementioned benefits; and

WHEREAS, notice has been sent to all Board Members of record of CCHC stating the reason and date of dissolution; and

WHEREAS, all other requirements for dissolution have been satisfied; and

WHEREAS, it is necessary to authorize and grant the Chief Executive Officer ("CEO") of CCHC signatory powers to execute all necessary documents related to the merger;

NOW, THEREFORE, BE IT RESOLVED, a quorum of the Board of Directors has been established with _____ members present.

BE IT FURTHER RESOLVED the Board of Directors approves the merger with the SVDP as the surviving entity.

BE IT FURTHER RESOLVED the Board of Directors adopts the Plan of Merger, Articles of Merger, and the Merger Agreement to be filed with the Florida Division of Corporations.

BE IT FURTHER RESOLVED the Board of Directors approves the winding down of all business operations of CCHC

BE IT FURTHER RESOLVED the Board of Directors approves the filing of the Dissolution of the Charlotte County Homeless Coalition Inc., effective August 15, 2024.

BE IT FURTHER RESOLVED the Board of Directors appoints the current CEO of CCHC, Lisa Pervin, as the signatory for all necessary documents related to the merger.

BE IT FINALLY RESOLVED that this resolution was approved by a vote of ____ to ____ by the Board of Directors of CCHC on this ____ day of July 2024.

CERTIFICATION

I, Jamal Hishmeh, the undersigned Secretary of the Charlotte County Homeless Coalition Inc., do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board of Directors of the Charlotte County Homeless Coalition Inc. at a meeting held on July 26, 2024, at which a quorum was present and voted, and that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26 day of July, 2024.

CHARLOTTE COUNTY HOMELESS COALITION INC.

By: Jamal Hishmeh
Secretary/Treasurer



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Section 617.1403, Florida Statutes, provides for the dissolution of a corporation that has commenced to conduct its affairs.

The document must be typed or printed and must be legible.

Pursuant to section 617.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90th day after the date on which the document is filed.

NOTE: A Notice of Corporate Dissolution form is attached. This notice pursuant to section 617.1407, Florida Statutes is optional and is not required when filing a dissolution. No additional fee is required if it is included.

FEES:

Articles of Dissolution	\$ 35.00 (Includes a letter of acknowledgment)
Certified Copy (optional)	\$ 8.75
Certificate of Status (optional)	\$ 8.75

Send one check in the total amount made payable to the Florida Department of State.

Please include a letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

For further information, you may contact the Amendment Section at (850) 245-6050.

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Dissolution of the Charlotte County Homeless Coalition Inc.

DOCUMENT NUMBER: N32845

The enclosed **Articles of Dissolution** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Tomas J Yi

(Name of Contact Person)

Vincentian Legal Services Inc.

(Firm/Company)

384 15th St. N

(Address)

St. Petersburg, FL. 33705

(City/State and Zip Code)

For further information concerning this matter, please call:

Tomas Yi, Esq.

(Name of Contact Person)

at (727)

(Area Code)

270-7555

(Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee ☐ \$43.75 Filing Fee & Certificate of Status ☒ \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) ☐ \$52.50 Filing Fee, Certificate of Status & Certified Copy (Additional copy is enclosed)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF DISSOLUTION

Pursuant to section 617.1403, Florida Statutes, this Florida not for profit corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:
CHARLOTTE COUNTY HOMELESS COALITION, INC.

SECOND: The document number of the corporation (if known): N32845

THIRD: Adoption of Dissolution
(COMPLETE SECTION I OR II)

SECTION I

If the corporation has members entitled to vote:

(CHECK/COMPLETE ONE)

☐ The date of meeting of members at which the resolution to dissolve was adopted

_____. The number of votes cast by the members was sufficient for approval.

with ☐ The resolution was adopted by written consent of the members and executed in accordance
section 617.0701, Florida Statutes.

X SECTION II

If the corporation has no members or members entitled to vote on the dissolution:

The corporation has no members or members entitled to vote on the dissolution.

The date of adoption of the resolution by the board of directors was July 26, 2024

The number of directors in office was 7 and the vote for resolution was 7 for
and 0 against. (Must be a majority vote)

FOURTH Effective date of dissolution, if applicable: August 15, 2024
(no more than 90 days after dissolution file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signature: 

(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

LISA PERVIN

(Typed or printed name of person signing)

Chief Executive Officer

(Title of person signing)

Filing Fee: \$35



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached is a form for filing *Articles of Merger* pursuant to section 617.1105, Florida Statutes, when two or more not for profit corporations merge. This form is basic and may not meet all merger needs. The advice of an attorney is recommended.

Please complete only one Plan of Merger form or attach your own Plan of Merger.

The document must be typed or printed and must be legible.

Pursuant to section 617.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90th day after the date on which the document is filed.

Filing Fee **\$35.00 for each merging and \$35 for each surviving corporation** (Includes a letter of acknowledgment)

Certified Copy (optional) **\$8.75**

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

For further information, you may contact the Amendment Section at (850) 245-6050.

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Society of St. Vincent de Paul South Pinellas Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Tomas J Yi

(Contact Person)

Society of St. Vincent de Paul South Pinellas Inc.

(Firm/Company)

5109 N. Nebraska Ave.

(Address)

Tampa, Florida 33603

(City/State and Zip Code)

For further information concerning this matter, please call:

Tomas J Yi

(Name of Contact Person)

At (⁷²⁷) ²⁷⁰⁻⁷⁵⁵⁵

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Society of St. Vincent de Paul South Pinellas	Florida	N09363
_____	_____	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Charlotte County Homeless Coalition	Florida	N32845
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 8 / 1 / 2024 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on July 19, 2024. The number of directors in office was 7. The vote for the plan was as follows: 7 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was 8. The vote for the plan was as follows: 7 FOR 1 AGAINST

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Society of St. Vincent de Paul South Pinellas Inc.

Florida

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Charlotte County Homeless Coalition Inc.

Florida

The terms and conditions of the merger are as follows:

Please see attached

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:
None.

Other provisions relating to the merger are as follows:

Please see attached.

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

Society of St. Vincent de Paul South Pinel

Michael J. Raposa

Michael J. Raposa, CEO

Charlotte County Homeless Coalition Inc.

Lisa Pervin

Lisa Pervin, CEO

**Agenda for the Board of Directors Meeting
Charlotte County Homeless Coalition Inc.**

Date: July 26, 2024

Time: 8:00am 7:35am

Location: Via Zoom

1. Call to Order

- Establish Quorum 7 members in attendance w/ proxy
- Welcome and Introductions
- Review and approval of the minutes from the previous meeting

2. New Business

2.1 Approval of the Merger with the Society of St. Vincent de Paul South Pinellas Inc. d/b/a St. Vincent de Paul CARES ("CARES")

- Vote to approve the merger with CARES as the surviving entity 7 For 0 Against

2.2 Adoption of the Plan of Merger, Articles of Merger, and the Merger Agreement

- Vote to adopt the Plan of Merger, Articles of Merger, and the Merger Agreement to be filed with the Florida Division of Corporations 7 For 0 Against

2.3 Winding Down of Business Operations of Charlotte County Homeless Coalition Inc.

- Vote to approve the winding down of business operations of Charlotte County Homeless Coalition Inc. 7 For 0 Against

2.4 Filing the Dissolution of the Charlotte County Homeless Coalition Inc.

- Vote to approve the filing of the Dissolution of the Charlotte County Homeless Coalition Inc. effective 8/15/2024 7 For 0 Against

2.5 Appointment of Lisa Pervin as Signatory for all Necessary Merger and Dissolution Documents

- Vote to appoint the current acting CEO of Charlotte County Homeless Coalition Inc., Lisa Pervin, as the signatory for all Merger and Dissolution documents 7 For 0 Against

3. Other Business

- Open floor for any additional business or comments
- Adjourn the meeting

Supporting Documents:

- Plan of Merger
- Articles of Merger
- Merger Agreement
- Dissolution Documents

Please ensure all directors review the provided documents before the meeting. If you have any questions or need further information, please contact Tomas Yi.

Prepared by: Jamal Hishmeh
Title: Secretary/Treasurer
Charlotte County Homeless Coalition Inc.
07/26/2024

Board Minutes 7/26/2024 8:35am

Board Members in attendance:

Tammy Nenadovich

Cheryl Maymon

Jamal Hishmeh

Brett Hawker (by Proxy)

Bob Segur

Polyana Singh

Rocco Casano

Bob Segur made a motion to approve meeting minutes from 7/18/2024.

Tammy Nenadovich seconded the motion to approve meeting minutes.

Jamal Hishmeh makes a motion to approve the merger with the Society of St. Vincent de Paul South Pinellas Inc. d/b/a St Vincent de Paul.

Polyana Singh seconded the motion to approve merger with St. Vincent de Paul.