

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING EXECUTION BY THE MAYOR AND ATTESTATION BY THE CITY CLERK OF A FIRST AMENDMENT TO HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS GRANT AGREEMENT BETWEEN THE CITY OF TAMPA AND METROPOLITAN CHARITIES, INC.; MAKING AVAILABLE UP TO \$44,132.61 OF ADDITIONAL FUNDING DURING THE 2026 FISCAL YEAR FOR THE PROVISION OF SERVICES IN SUPPORT OF PERSONS WITH ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) OR RELATED DISEASES TOGETHER WITH THEIR FAMILIES, FOR A TOTAL OF \$209,132.61 DURING FY2026, AND \$539,132.61 OVER THE 3-YEAR AGREEMENT TERM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa (“City”) and Metropolitan Charities, Inc. (“Subrecipient”) entered into that certain Housing Opportunities for Person with AIDS Grant Agreement (“Agreement”), dated October 31, 2023, as approved by City Council Resolution No. 2023-974, to provide services in support of persons with acquired immune deficiency syndrome (AIDS) or related diseases, together with their families; and

WHEREAS, the Agreement is for a 3-year term (FY2024-FY2026) and currently provides for the allocation of a total of up to \$495,000.00 in Grant Funds over the entire term (or \$165,000.00 each fiscal year) contingent upon available funding; and

WHEREAS, the City and Subrecipient wish to amend the Agreement to provide for additional funding for an amount not to exceed \$44,132.61 during the 2026 fiscal year, which will increase the Grant Funds available during Fiscal Year 2026 to \$209,132.61, and the total amount of Grant Funds available under the Agreement over the 3-year term to \$539,132.61.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the First Amendment to Housing Opportunities for Persons With AIDS Grant Agreement (“Amendment”) between the City and Metropolitan Charities, Inc., a copy of which is attached hereto and made a part hereof, is approved in its entirety or in substantially similar form.

Section 2. That the up to \$44,132.61 in additional monies contemplated in the Amendment for Fiscal Year 2026 is presently available from the Housing Opportunities for Person with AIDS (HOPWA) Grant Fund, thereby increasing the FY2026 funding under the Agreement from \$165,000.00 to \$209,132.61.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to the amendment.

Section 4. That the proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms and conditions of this Resolution, which shall take effect immediately upon its adoption.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED by the City Council of the City of Tampa, Florida, on _____.

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

CHAIR/CHAIR PRO-TEM, CITY COUNCIL

Approved as to Form:

e/s Rebecca Johns

ASSISTANT CITY ATTORNEY

FIRST AMENDMENT TO HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
GRANT AGREEMENT
(Metro Healthy Communities f/k/a Metro Inclusive Health)

THIS FIRST AMENDMENT to Housing Opportunities for Persons with AIDS Grant Agreement (“Amendment”) is entered into by the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (“City”) and Metropolitan Charities, Inc., a Florida not-for-profit corporation (“Subrecipient”) as of _____.

RECITALS

- A. The City and Subrecipient entered in that certain Housing Opportunities for Persons with AIDS Grant Agreement (“Agreement”), dated October 31, 2023, as approved by City Council Resolution No. 2023-974, to provide services in support of persons with acquired immune deficiency syndrome (AIDS) or related diseases together with their families over a three-year period commencing October 31, 2023 and ending September 30, 2026, contingent upon available funds.
- B. The Agreement is for a 3-year term (FY24, FY25, and FY26) and currently provides for the allocation of a total of up to \$495,000.00 in Grant Funds over the Agreement term, or up to \$165,000.00 each fiscal year, contingent upon available funding.
- C. The City and Subrecipient wish to amend the Agreement to provide for additional funding in the amount of \$44,132.61 during FY26, thereby increasing the FY26 funding under the Agreement to \$209,132.61 and the total funding available under the Agreement to \$539,132.61.

FOR CONSIDERATION RECEIVED, the parties agree as follows:

- 1. The foregoing recitals are true and correct and by this reference made a part hereof.
- 2. The City’s execution of this document is authorized by Resolution No. 2026-_____.
- 3. The second WHEREAS clause of the Agreement is deleted in its entirety and replaced with the following new WHEREAS clause:

“WHEREAS, in preparation of the Action Plan, City previously advertised a Request for Proposals in order to solicit responses from parties interested in providing those services enumerated in Article I below at a cost not to exceed \$539,132.61 over a three-year period contingent upon available funds;”

- 4. The first sentence in **ARTICLE III-REIMBURSEMENT** of the Agreement is deleted in its entirety and replaced with the following:

“Strictly conditioned upon actual receipt of funds by City from HUD, and the successful performance by the Subrecipient per the performance measures described herein, City shall reimburse Subrecipient for the Services in the amount not to exceed \$539,132.61 over a

three-year period (“**Grant Funds**”) at no more than the amounts stipulated in the City of Tampa Reimbursement Request Form, attached as **Exhibit “B” (Reimbursement Request Form)**.”

5. The second paragraph in **ARTICLE III-REIMBURSEMENT** of the Agreement is deleted in its entirety and replaced with the following:

“During the first year of the three-year funding cycle, reimbursement shall not exceed \$165,000.00 in Grant Funds for Fiscal Year 2024 (“**FY24**”). During the second year of the three-year funding cycle, reimbursement shall not exceed \$165,000.00 in Grant Funds for Fiscal Year 2025 (“**FY25**”). During the third year of the three-year funding cycle, reimbursement shall not exceed \$209,132.61 in Grant Funds for Fiscal Year 2026 (“**FY26**”).”

6. Exhibit “B” to the Agreement is deleted in its entirety and replaced with the new Exhibit “B” attached to this Amendment and by this reference incorporated herein.
7. Simultaneously with execution of this Amendment by Subrecipient, Subrecipient shall provide City with an affidavit, in the form attached as **Exhibit H**, signed by an officer or a representative of Subrecipient under penalty of perjury.
8. Except as amended herein, all provisions of the Agreement remain in full force and effect.
9. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but shall constitute one and the same amendment, provided, however, this Amendment shall not be effective until fully executed by both parties and subject to the formalities required by the City of Tampa Code. Executed counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with Section 668.50, Florida Statutes, or other applicable law).

[This space intentionally left blank]
[Signatures to appear on the following page]

[SIGNATURE PAGE FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS AMENDMENT]

IN WITNESS HERETO, the parties herein have caused this Amendment to be executed on the day specified herein below.

CITY OF TAMPA, a municipal corporation organized and existing under the laws of the State of Florida

By: _____
Jane Castor, Mayor

Date: _____

APPROVED AS TO FORM BY:

ATTEST:

Rebecca Johns
Assistant City Attorney

City Clerk/ Deputy City Clerk

[SIGNATURE PAGE FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS GRANT AGREEMENT]

IN WITNESS HERETO, the parties herein have caused this Amendment to be executed on the day specified herein below.

Metropolitan Charities, Inc., a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

State of Florida
County of Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Priya Rajkumar, as Chief Executive Officer of Metropolitan Charities, Inc., and on behalf of the entity, who is [] personally known to me or [] has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Signature of Notary

Name _____
(Print or Type Name)

NOTARY PUBLIC: State of Florida
My Commission Expires: _____

EXHIBIT "B"
CITY OF TAMPA REIMBURSEMENT REQUEST FORM

Year 1 (FY24)

Submit To: Housing and Community Development; 2555 E Hanna Avenue, Tampa, FL 33610

Subrecipient: _____

Invoice Number: _____

IDIS Number: _____

Date Submitted: _____

STRMU					
STRMU	\$53,400.00		\$53,400.00		\$53,400.00
<i>Subtotal</i>	\$53,400.00	\$0.00	\$53,400.00	\$0.00	\$53,400.00
Support Services Delivery					
Support Services Delivery	\$37,800.00	\$0.00	\$37,800.00		\$37,800.00
<i>Subtotal</i>	\$37,800.00	\$0.00	\$37,800.00	\$0.00	\$37,800.00
Operating Salaries and Fringe					
Operating Salaries and Fringe	\$59,810.00		\$59,810.00		\$59,810.00
<i>Subtotal</i>	\$59,810.00	\$0.00	\$59,810.00		\$59,810.00
Other Operating Expenses					
Other Operating Expenses	\$3,195.61		\$3,195.61		\$3,195.61
<i>Subtotal</i>	\$3,195.61	\$0.00	\$3,195.61	\$0.00	\$3,195.61
Administrative Costs					
Administrative Costs	\$10,794.39		\$10,794.39		\$10,794.39
<i>Subtotal</i>	\$10,794.39	\$0.00	\$10,794.39		\$10,794.39
TOTAL HOPWA FUNDS	\$165,000.00	\$0.00	\$165,000.00	\$0.00	\$165,000.00
Leverage Funds					
Leverage Funds	\$55,500.00	\$0.00	\$55,500.00	\$0.00	\$55,500.00
<i>Subtotal</i>	\$55,500.00	\$0.00	\$55,500.00	\$0.00	\$55,500.00
TOTAL PROJECT BUDGET	\$220,500.00	\$0.00	\$220,500.00	\$0.00	\$220,500.00

Payable to: Metropolitan Charities, Inc. dba Metro Healthy Communities

Address: 701 94th Ave. North, Suite 250, St Petersburg, FL 33702

"By signing this, I certify to the best of my knowledge and belief that the information is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

EXHIBIT "B"
CITY OF TAMPA REIMBURSEMENT REQUEST FORM

Year 2 (FY25)

Submit To: Housing and Community Development; 2555 E Hanna Avenue, Tampa, FL 33610

Subrecipient: _____

Invoice Number: _____

IDIS Number: _____

Date Submitted: _____

For month of: _____	Approved Budget	Expended To Date	Available Balance	Current Invoice	Remaining Balance
STRMU					
STRMU	\$ 53,400.00		\$ 53,400.00		\$ 53,400.00
Subtotal	\$ 53,400.00	\$ 0.00	\$ 53,400.00	\$ 0.00	\$ 53,400.00
Support Services Delivery					
Support Services Delivery	\$37,800.00		\$37,800.00		\$37,800.00
Subtotal	\$37,800.00	\$0.00	\$37,800.00	\$0.00	\$37,800.00
Operating Salaries and Fringe					
Operating Salaries and Fringe	\$59,810.00		\$59,810.00		\$59,810.00
Subtotal	\$59,810.00	\$0.00	\$59,810.00	\$0.00	\$59,810.00
Other Operating Expenses					
Other Operating Expenses	\$3,195.61		\$3,195.61		\$3,195.61
Subtotal	\$3,195.61	\$0.00	\$3,195.61	\$0.00	\$3,195.61
Administrative Costs					
Administrative Costs	\$10,794.39		\$10,794.39		\$10,794.39
Subtotal	\$10,794.39	\$0.00	\$10,794.39	\$0.00	\$10,794.39
TOTAL HOPWA FUNDS	\$ 165,000.00	\$ 0.00	\$ 165,000.00	\$ 0.00	\$ 165,000.00
Leverage Funds					
Leverage Funds	\$ 55,500.00		\$ 55,500.00		\$ 55,500.00
Subtotal	\$ 55,500.00		\$ 55,500.00		\$ 55,500.00
TOTAL PROJECT BUDGET	\$ 220,500.00		\$ 220,500.00		\$ 220,500.00

Payable to: Metropolitan Charities, Inc. dba Metro Healthy Communities
Address: 701 94th Ave. North, Suite 250, St. Petersburg, FL 33702

"By signing this, I certify to the best of my knowledge and belief that the information is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

EXHIBIT "B"
CITY OF TAMPA REIMBURSEMENT REQUEST FORM

Year 3 (FY26)

Submit To: Housing and Community Development; 2555 E Hanna Avenue, Tampa, FL 33610

Subrecipient: _____

Invoice Number: _____

IDIS Number: _____

Date Submitted: _____

PO# : _____

For month of: _____	Approved Budget	Expended To Date	Available Balance	Current Invoice	Remaining Balance
STRMU					
STRMU	\$ 94,645.43		\$ 94,645.43		\$ 94,645.43
Subtotal	\$ 94,645.43	\$ 0.00	\$ 94,645.43	\$ 0.00	\$ 94,645.43
Support Services Delivery					
Support Services Delivery	\$37,800.00		\$37,800.00		\$37,800.00
Subtotal	\$37,800.00	\$ 0.00	\$37,800.00	\$ 0.00	\$37,800.00
Operating Salaries and Fringe					
Operating Salaries and Fringe	\$59,810.00		\$59,810.00		\$59,810.00
Subtotal	\$59,810.00	\$ 0.00	\$59,810.00	\$ 0.00	\$59,810.00
Other Operating Expenses					
Other Operating Expenses	\$3,195.61		\$3,195.61		\$3,195.61
Subtotal	\$3,195.61	\$ 0.00	\$3,195.61	\$ 0.00	\$3,195.61
Administrative Costs					
Administrative Costs	\$13,681.37		\$13,681.57		\$13,681.57
Subtotal	\$13,681.37	\$ 0.00	\$13,681.57	\$ 0.00	\$13,681.57
TOTAL HOPWA FUNDS	\$ 209,132.41	\$ 0.00	\$ 209,132.61	\$ 0.00	\$ 209,132.61
Leverage Funds					
Leverage Funds	\$ 55,500.00		\$ 55,500.00		\$ 55,500.00
Subtotal	\$ 55,500.00		\$ 55,500.00		\$ 55,500.00
TOTAL PROJECT BUDGET	\$ 264,632.41		\$ 264,632.61		\$ 264,632.61

Payable to: Metropolitan Charities, Inc. DBA Metro Healthy Communities

Address: 701 94th Ave. North, Suite 250, St. Petersburg, FL 33702

"By signing this, I certify to the best of my knowledge and belief that the information is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

City of Tampa - HOPWA Payment Request Review Checklist

COT Provided Documents	Yes	No	N/A or Comment
Exhibit B			
Correct month, program year, unique City invoice number, IDIS number & purchase order shown?			
Shows accurate budget allocation, current costs, expenses to date, and available balance?			
Signed & dated by designated signatory authority?			
Does agency need to request budget alignment?			
Are all remaining balances positive?			
Billing done sequentially?			
Are bills current and not carrying balances from prior month(s) already paid for?			
Exhibit C (If applicable)			
Correct month, program year, unique City invoice number, IDIS number & purchase order shown?			
Accurate breakdown of line items matches Exhibit B line items?			
Signed & dated by designated signatory authority?			
Exhibit F (If applicable)			
Total HAP and total UAP matches the total TBRA amount for Rental Assistance and Utilities?			
Correct month/date documented?			
Client ID numbers included?			
Are all totals accurate?			
General Supporting Documentation			
Organized in order of Exhibit B line items?			
Accounts are in organization's name & address?			
Expenses are direct or if shared, is shared formula shown?			
Proof of payment, checks or other supplemental ledgers?			
Bills not including late fees, penalties, interest, or taxes?			

If procured items are over \$2000, are internal procurement policies, bids, and quotes included?			
Direct Service Delivery Costs	Yes	No	N/A or Comment
Salaries			
Billed staff time directly linked into Exhibit B budget?			
Time sheets in proper time frame for billing?			
Time sheets show hours specifically charged to fund source(s)? Show full week/2 week period?			
Time sheets signed by employee & employer both?			
If split-funded salaries, method of sharing fringe benefits documented?			
Show methodology for PTO allowances for both regular & exempt employees?			
Operations			
Cover sheets summarize back-up doc & expenses?			
Petty cash shows checks, item of expenditure, tracking sheet, purpose of expense & allowable relation to program activities?			
Travel reimbursement shows date, to & from destinations, mileage between points, rate of reimbursement & cancelled check copy to recipient?			
Specific Expense Item Documentation	Yes	No	N/A or Comment
Cover sheets summarize back-up doc & expenses?			
All remaining balances positive?			
Insurance documented (as applicable)?			
Are all client names PII redacted on supportive documentation?			
Mortgage statement showing monthly amount?			
Supportive Services expenses compliant with agreement?			
Are all Project Based Housing expenses included, clearly showing Rental Assistance or Operating Expenses?			
Indirect Costs	Yes	No	N/A or Comment
Administration			
Administration expenses documented as per agreement & kept at maximum percentage of 7%?			

Applicable back up documentation is provided?			
Leverage			
Does your agency identify cash or in-kind leveraged federal, state, local, or private resources? If so, are support documents attached?			
*Please note that the City may update or request additional documentation to support requests.			

Preparer/Reviewer Signature:

Date:

Authorized Signature:

Date:

End of Exhibit "B"

“Exhibit H”

CONSOLIDATED STATE LAW AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES AND PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA STATUTES.

The undersigned Affiant, on behalf of the Entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

Public Entity Crimes

1. Affiant understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. **Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:**
 - a. **Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section [215.473, Florida Statutes](#); or**
 - b. **Is engaged in business operations in Cuba or Syria.**
4. **Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.**
5. **Anti-Human Trafficking**
Affiant hereby understands and attests that the undersigned Entity does not use coercion of

labor or services as those terms are defined in section 787.06(13), Florida Statutes.

6. **Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern.**

7. **Affiant, on behalf of the Entity attest to the following:**

a. That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

8. **Compliance with Foreign Countries of Concern**

9. **Affiant, on behalf of the Entity attest to the following:**

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)

b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)

c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: _____

(Affiant) Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Signature of Notary

Name: _____
(Print or Type Name)

Notary Public: State of Florida

My Commission Expires _____