

RESOLUTION NO. 2026 - _____

A RESOLUTION APPROVING A FIFTH AMENDMENT TO EMERGENCY SOLUTIONS GRANT RAPID UNSHELTERED HOUSING AGREEMENT BETWEEN THE CITY OF TAMPA AND DAWNING FAMILY SERVICES, INC., A FLORIDA NONPROFIT CORPORATION, IN AN AMOUNT NOT TO EXCEED \$1,300,000.00, FOR THE PROVISION OF SERVICES IN SUPPORT OF INDIVIDUALS AND THEIR FAMILIES EXPERIENCING HOMELESSNESS WITHIN THE CITY OF TAMPA; EXTENDING THE TERM OF THE AGREEMENT TO SEPTEMBER 30, 2026; APPROVING AND AUTHORIZING EXECUTION BY THE MAYOR AND ATTESTATION BY THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa (“City”) and Dawning Family Services, Inc. (“Subrecipient”) entered into a certain Emergency Solutions Grant Rapid Unsheltered Housing Grant Agreement as authorized by Resolution No. 2023-929 on September 21, 2023, and amended by that certain Amendment to Emergency Solutions Grant Rapid Unsheltered Housing Agreement, dated July 26, 2024 (as executed by the Director of Housing and Community Development, as authorized by the terms of the Agreement), and amended by that certain Amendment to Emergency Solutions Grant Rapid Unsheltered Housing Agreement, dated December 11, 2024 (as executed by the Director of Housing and Community Development, as authorized by the terms of the Agreement) (collectively, the “Agreement”), and amended by that certain Amendment to the Emergency Solutions Grant Rapid Unsheltered Housing Agreement as authorized by Resolution No. 2025-61 on or about January 23, 2025, and amended by that certain Amendment to Emergency Solutions Grant Rapid Unsheltered Housing Agreement, dated August 20, 2025 (as executed by the Director of Housing and Community Development, as authorized by the terms of the Agreement) (collectively, the “Agreement”), and to provide certain services to individuals and families experiencing homelessness within the City of Tampa; and

WHEREAS, the term of the Agreement currently expires on March 31, 2026; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to September 30, 2026; and

WHEREAS, it is in the best interest of the City to enter into this Fifth Amendment.

NOW, THEREFORE,

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

Section 1. That the Fifth Amendment to Emergency Solutions Grant Rapid Unsheltered

Housing Agreement between the City and Subrecipient (“Amendment”), 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 Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest to and affix the official seal of the City of Tampa to the Amendment.

Section 3. 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.

Section 4. That the City Clerk shall file a fully executed copy of the Amendment in the official records of the City of Tampa as maintained by the Office of the City Clerk.

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

**FIFTH AMENDMENT TO EMERGENCY SOLUTIONS GRANT
RAPID UNSHELTERED HOUSING AGREEMENT**

THIS FIFTH AMENDMENT to an Emergency Solutions Grant Rapid Unsheltered Housing 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 Dawning Family Services, Inc., a Florida not for profit corporation (“Subrecipient”) as of _____
_____.

RECITALS

A. The City of Tampa (“City”) and Dawning Family Services, Inc. (“Subrecipient”) entered into a certain Emergency Solutions Grant Rapid Unsheltered Housing Grant Agreement as authorized by Resolution No. 2023-929 on September 21, 2023, and amended by that certain Amendment to Emergency Solutions Grant Rapid Unsheltered Housing Agreement, dated July 26, 2024 (as executed by the Director of Housing and Community Development, as authorized by the terms of the Agreement), and amended by that certain Amendment to Emergency Solutions Grant Rapid Unsheltered Housing Agreement, dated December 12, 2024 (as executed by the Director of Housing and Community Development, as authorized by the terms of the Agreement) (collectively, the “Agreement”), and amended by that certain Amendment to the Emergency Solutions Grant Rapid Unsheltered Housing Agreement as authorized by Resolution No. 2025-61 on or about January 23, 2025 to provide certain services to individuals and families experiencing homelessness within the City of Tampa; and amended by that certain Amendment to Emergency Solutions Grant Rapid Unsheltered Housing Agreement, dated August 20, 2025 (as executed by the Director of Housing and Community Development, as authorized by the terms of the Agreement) (collectively, the “Agreement”), and to provide certain services to individuals and families experiencing homelessness within the City of Tampa; and

B. The City and Subrecipient desire to extend the term of the Agreement until September 30, 2026.

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 - _____, passed and adopted by the City Council of the City of Tampa on _____.

3. Article II of the Agreement, entitled “PERIOD OF THE AGREEMENT; EFFECTIVE DATE,” is deleted in its entirety and replaced with the following:

“This Agreement shall be in effect for the period commencing on October 1, 2023 and shall continue in full force and effect, unless terminated or cancelled pursuant to Articles VIII or IX of this Agreement, until September 30, 2026 or for ninety (90) days following City’s full and complete disbursement of allotted Grant Funds and Non-Grant Funds to the Subrecipient, whichever comes first. Grant Funds shall be expended in accordance with the milestones set forth in **Exhibit A.**”

4. Exhibit “A” Section 10 of the Agreement, entitled “PERFORMANCE MEASURES”, is deleted in its entirety and replaced with the following:

10. PERFORMANCE MEASURES

The overall goal of the project is to assist households to secure or maintain decent, safe, and affordable permanent housing. A projected project timeline is provided below:

DRAW MILESTONES

Non-Grant Program Funds	
Milestone	Deadline
25% of Total Contract Draw	January 15, 2025
50 % of Total Contract Draw	April 15, 2025
75 % of Total Contract Draw	July 15, 2025
100 % of Total Contract Draw	October 15, 2026
ESG RUSH	
Milestone	Deadline
100% of Total Contract Draw	December 31, 2024

5. Except as amended herein, all provisions of the Agreement remain in full force and effect. All capitalized terms used in this Amendment, unless otherwise defined or modified, shall have the same meaning as set forth in the Agreement. The Agreement remains unchanged except as

modified by this Amendment. The terms and provisions of the Agreement, as modified by prior amendments and this Amendment, are ratified, and affirmed.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all 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).

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS HERETO, the parties herein have caused this Amendment to be executed as of the date first written above.

SUBRECIPIENT:

DAWNING FAMILY SERVICES, INC., a Florida not for profit corporation

By: _____ Date: _____

Print Name: _____

Title: Pres Exec Dir CEO Gen Ptner
 Mgr (Mgr-Mgd LLC) Mber (Mber-Mgd LLC)

DUNS # (if any): _____

License # (if any): _____

[SEAL]

CITY:

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

By: _____ Date: _____

Jane Castor, Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____

ASSISTANT CITY ATTORNEY

By: _____

CITY CLERK/DEPUTY CITY CLERK