

**RESOLUTION NO. 2026 - \_\_\_\_**

**A RESOLUTION APPROVING A SERVICES AGREEMENT FOR PERSONS WITH INTELLECTUAL DISABILITIES INTERNSHIP ADMINISTRATOR SERVICES BETWEEN THE CITY OF TAMPA, FLORIDA, AND THE GROW GROUP, INC. TO PROVIDE INTERNSHIP OPPORTUNITIES WITH CITY DEPARTMENTS FOR PERSONS WITH INTELLECTUAL DISABILITIES IN THE AMOUNT OF FIFTEEN THOUSAND TWO HUNDRED AND FORTY-NINE DOLLARS (\$15,249); AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the Services Agreement for Persons with Intellectual Disabilities Internship Administrator Services Agreement (Agreement), The Grow Group, Inc. (Agency) provides greater opportunities for persons with disabilities to transition more effectively into the workforce by providing internship opportunities in selected City of Tampa (City) departments for persons with intellectual disabilities selected by Agency; and

**WHEREAS**, it is the desire of the parties to establish the terms and conditions under which the terms of this Agreement shall be implemented; and

**WHEREAS**, the term of this Agreement shall commence on the Effective Date and expire September 30, 2026, with no guaranteed renewal for subsequent terms; and

**WHEREAS**, the City shall reimburse the Agency in an amount not to exceed Fifteen Thousand Two Hundred Forty-Nine Dollars (\$15,249) for referring selected persons with intellectual disabilities to intern with the City in different capacities as determined by the City; and

**WHEREAS**, City Council does hereby affirm that it would be beneficial to the residents of the City to enter into this Agreement between the City and the Agency.

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

**Section 1.** That the Services Agreement for Persons with Intellectual Disabilities Internship Administrator Services (Agreement) between the City of Tampa, Florida and The Grow Group, Inc., (Agency), to provide greater opportunities for persons with disabilities to transition more effectively into the workforce by providing internship opportunities in selected City departments for persons with intellectual disabilities selected by Agency in the amount of Fifteen Thousand Two Hundred Forty Nine Dollars (\$15,249), (a copy of which is attached hereto), is approved in its entirety or in a substantially similar form.

**Section 2.** That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk of the City of Tampa to attest and affix the Official Seal of the City of Tampa to the Agreement on behalf of the City of Tampa.

**Section 3.** That the proper officers of the City of Tampa are hereby authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution.

**Section 4.** That this Resolution shall take effect immediately upon its adoption.

**Section 5.** That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON**

\_\_\_\_\_.

ATTEST:

\_\_\_\_\_

CITY CLERK/DEPUTY CITY CLERK

\_\_\_\_\_

CHAIRMAN, TAMPA CITY COUNCIL

APPROVED AS TO FORM:

*e/s Carl Brody*

Carl Brody, Assistant City Attorney

**SERVICES AGREEMENT FOR PERSONS WITH INTELLECTUAL DISABILITIES**  
**INTERNSHIP ADMINISTRATOR SERVICES**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, (“Effective Date”), by and between the City of Tampa, a municipal corporation of the State of Florida, the notice address of which is 315 E Kennedy Blvd., Tampa, Florida 33602 and The Grow Group, Inc. a Florida not for profit corporation, the notice address of which is 2742 N Florida Ave, Tampa, FL 33602, in the amount FIFTEEN THOUSAND TWO HUNDRED AND FORTY-NINE DOLLARS (\$15,249).

**WITNESSETH:**

**WHEREAS**, it is in the public interest of the City of Tampa (“City”), to provide services through The Grow Group, Inc. (“Agency”) for the residents of the City who are desirous of such services; and

**WHEREAS** pursuant to this Services Agreement the Agency shall provide greater opportunities for persons with disabilities to transition more effectively into the workforce by providing internship opportunities in selected City departments for persons with intellectual disabilities; and

**WHEREAS**, it is the desire of the parties to establish the terms and conditions under which the terms of this Agreement shall be implemented; and

**WHEREAS**, the term of this Services Agreement is for one year with no guaranteed renewal for subsequent terms; and

**WHEREAS**, the City shall reimburse the Agency in an amount not to exceed Fifteen Thousand Two Hundred and Forty-Nine Dollars (\$15,249) for referring eligible persons with intellectual disabilities to intern with the City in different capacities as selected and determined by the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**A. Agreement Between**

The parties to this Agreement are the City of Tampa and The Grow Group, Inc.

**B. Scope of Services**

1. Purpose: This Agreement establishes a contractor relationship between The Grow Group, Inc. (AGENCY) and the City of Tampa (City) to promote the educational and transitional needs of students with identified learning and learning-related disabilities (hereinafter referred to as “participant” or “program participant”), through internship opportunities with the City (hereinafter referred to as “Program”).
2. AGENCY shall refer eligible candidates to serve as interns with the City in return for compensation as provided for in Section D of this Agreement. AGENCY shall exercise due diligence in reviewing applications for participation and appointment of participants

3. AGENCY shall provide a list of eligible candidates and the City through its appointed representative shall select candidates to participate and serve as interns for the City.
4. Program participants shall be paid in the amount of Fifteen Dollars (\$15.00) per hour for internships with the City.
5. AGENCY shall pay program participants as provided for herein with funds provided as compensation pursuant to section D of this Agreement.
6. The responsibilities of the parties are attached hereto as Exhibit C.
7. The AGENCY may be reimbursed for administrative cost in implementing and operations directly related to career counseling for interns as provided for in section D(3) of this Agreement.

**C. Term of Agreement**

This Agreement shall have a one-year term, which shall commence upon the "Effective Date" and expire on the last day of the City fiscal year, September 30, 2026. This Agreement may be renewable based on the same terms as provided for herein based on satisfactory performance consistent with the goals and strategy of this Agreement and budget approval by the Mayor and City Council. Renewal of this Agreement is not guaranteed.

**D. Consideration and Payment**

1) For its performance under this Agreement, the City shall pay to the Agency in the amount of up to Fifteen Thousand Two Hundred and Forty-Nine Dollars (\$15,249) as full compensation for all work done, services provided, and materials furnished, unless otherwise authorized by the City in a written modification to this Agreement. Any funds not disbursed shall not be available to the Agency upon expiration of the term of this Agreement.

2) Agency shall bill the City on a quarterly bases and be eligible for payment upon the filing of a Program Performance Report as provided in subsection D(4) below of this Agreement.

3) Agency may include up to ten (10) percent of costs billed in its Program Performance Report for administrative services as provided for in section B(7) of this Agreement.

4) Agency shall maintain the necessary back-up information to document the delivery of the services through a Program Performance Report, attached Exhibit B, which shall provide details of the services provided, a copy of which is attached hereto for convenience, for the invoice period and year-to-date (YTD). In addition, the Agency should provide the interim and final summary reports on the accomplishments of its programs subject to this Agreement. The Agency shall provide updated organizational documents, business marketing plan(s), audit, budgets and measurable performance objectives and goals at the City's request.

**E. Maintenance and Review of Records**

The Agency and any of its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including, but not limited to, property, personnel and financial records, and supporting documentation which shall enable ready identification of the Agency's cost of goods and use of

funds for a period of six (6) years from the later of the date of final payment to the Agency, or its subcontractors, as applicable, under this Agreement or the termination of this Agreement (Such six-year period is hereinafter referred to as the "Audit Period"). The City and its authorized agents shall have the right, and the Agency, and its subcontractors, as applicable, shall permit the City and its authorized agents, including, but not limited to, the City Internal Auditor, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom and to audit all contracts, invoices, materials, accounts, and records relating to all matters covered by this Agreement, including, but not limited to, personnel and employment records, and to interview personnel and review policies and procedures during the Audit Period. All such records, accounts and documentation shall be made available to the City and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the City may deem necessary during the Audit Period. The City's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether federal, state or local. The Agency shall ensure that any subcontractor providing any services that the Agency is required to provide shall recognize the City's right to examine, inspect, and audit its records, accounts, and documentation in connection with its provision of services required to be provided by the Agency under this Agreement. If an audit is begun by the City or other agency, whether federal, state or local, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Section shall survive the expiration or earlier termination of this Agreement.

#### F. Indemnification

The Agency shall indemnify, hold harmless, and defend the City and the respective agents and employees of the City (all of the foregoing shall hereinafter collectively be referred to as the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees at the trial and all appellate levels, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Agency, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Agency, any subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### G. Equal Employment Opportunity; Non-Discrimination

The Agency shall comply with all local, state, and federal law as may be amended, which prohibit illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation or gender identity or expression, in

employment, public accommodations, real estate transactions and practices, contracting and procurement activities, and credit extension practices.

The Agency also shall comply with the requirements of all applicable federal, state, and local laws, rules, regulations, ordinances, and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. The aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

**H. Conflict of Interest**

The Agency represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct, or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of services required hereunder.

The Agency warrants to the City that no gifts or gratuities have been or will be given to any City employee or agent, either directly or indirectly, in order to obtain this Agreement.

**I. Governing Laws; Venue**

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

**J. Compliance With Applicable Laws**

The Agency shall comply with the requirements of all applicable federal, state, and local laws and the rules and regulations promulgated thereunder.

**K. Assignment**

This Agreement may not be assigned or subcontracted in whole or in part without the prior written consent of the City.

**L. Waiver**

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**M. Additional Rights and Remedies**

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

**N. Order of Precedence**

In the event of any conflict between the provisions of the terms of this Agreement and the Exhibits hereto, the contents of the terms of this Agreement shall take precedence over the contents of the Exhibits.

**O. Severability**

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of this Agreement shall not be affected by such determination and shall remain in full force and effect.

**P. Survivability**

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

**Q City of Tampa Ethics Code**

The Agency agrees to comply with all applicable governmental laws, statutes, rules, and regulations including, without limitation the City of Tampa Code of Ethics that relate to this Agreement. Pursuant to section 2-522 of the City of Tampa Code, if the Agency fails to comply with the City of Tampa Code of Ethics, such a failure shall render this Agreement voidable by the City and subject the Agency to debarment from any future City contracts. Pursuant to section 2-525 the Agency is required to complete the City Certificate of Acceptance and Compliance with City of Tampa Code Section 2-525 if it receives Twenty-Five Thousand Dollars (\$25,000) or more in financial support.

**R. Third Party Beneficiaries/Independent Contractor**

This Agreement is for the benefit of the City and the Agency. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The Agency acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer, or employee of the City.

**S. Notice of ESG Consideration.**

As required by Laws of Florida Chapter 2023-23, codified at Section 287.05701, "Prohibition against considering social, political, or ideological interests in government contracting", the City provides notice of the provisions of this Section prohibiting the City from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**T. Merger; Modifications**

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement only may be amended or extended by a written instrument executed by the City and the Agency expressly for that purpose.

**U. Termination of Agreement**

1) In addition to the exercise of any other remedies available to it at law or in equity, and any other applicable provision of this Agreement, the City may terminate this Agreement for the Agency's non-performance of any provision of this Agreement, as solely determined by the City, upon no less than twenty-four (24) hours written notice to the Agency.

2) The City may also terminate this Agreement without cause upon thirty (30) days prior written notice to the Agency, which notice shall specify the effective date of such

termination. In the event of such termination, the Agency shall not incur any new obligations after notification of the effective date of termination. The City shall pay the Agency for services rendered by the Agency prior to the effective date of the termination. Any costs incurred by the Agency after the effective date of the termination will not be reimbursed.

V. Default.

The failure of any party to comply with any provision of this Agreement will place that party in default. Prior to terminating this Agreement, the non-defaulting parties shall notify the defaulting party in writing, stating specifically the provision which is alleged to give rise to the default. The defaulting party shall be entitled to ten (10) days to cure the default. In the event the default is not timely cured, this Agreement may be terminated immediately by written notice. Failure of any party to exercise this right shall not be construed as a waiver of such right.

W Access to Records

**'Legally Required Statement and Provisions Regarding Access to Records for Service Contracts'**

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the Agency has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Agency is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Agency. As stated below, the Agency may contact the City's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Agency is advised to seek independent legal counsel as to its legal obligations. The City cannot provide the Agency advice regarding its legal rights or obligations.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHOULD CONTACT THE CITY at the below Notice Contact provided for in section Z of this Agreement.**

If under this Agreement, the Agency is providing services and is acting on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Agency shall comply with public records laws, and specifically shall:

- 1) Keep and maintain public records required by the City to perform the services being performed by the Agency.
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if the Agency does not transfer the records to the City.

4) Upon completion of this Agreement, transfer at no cost to the City, all public records in possession of the Agency or keep and maintain public records required by the City to perform the service being performed by the Agency. If the Agency transfers all public records to the City upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of the Agency to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the City.

X Drug Free Workplace/Drug Screening

1) Drug Free Workplace: The Agency shall administer, in good faith, a policy designed to ensure that the Agency's employees, agents and subcontractors are free from the illegal use, possession, or distribution of drugs or alcohol.

2) Drug Screening: If the terms of this Agreement require members of Agency staff, agents, or participants in its programs to be on or about City property, the Agency shall have such participants complete drug screening with the following DWFP 8 Panels: Amphetamines, Cannabinoids (THC Marijuana), Cocaine, PCP, Opiates, Methaqualone, Barbiturates, and items listed in Section 20.25. Cost for conducting the drug screening will be included in your compensation/payment under this Agreement.

Y. Restriction on Funding for Identification Purposes

Pursuant to Section 125.0156, Florida Statutes, the Agency is prohibited from using any funds paid by the City under this Agreement to provide funds to any person, entity, or organization to issue or secure identification documents to or for any individual who does not provide proof of lawful presence in the United States.

Z. Notice

All notices required under the terms of this Agreement shall be served by certified mail, return receipt requested. All documents and notices and other documents shall be sent to the parties at the following addresses:

To the AGENCY:

Name: The Grow Group

Title:

Address: 2742 N Florida Ave, Tampa, FL 33602

Telephone:

Email: [devin@thegrowgroup.org](mailto:devin@thegrowgroup.org)

To the City:

Brenda McKenzie

Neighborhood & Comm Affairs

2555 E Hanna Ave. Tampa, FL 33610

Business Phone: 813-274-7595

Email: Brenda.mckenzie@tampagov.net

Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to the Agency shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.

AA. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Agency of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City.

BB. Standardized Terms. Prior to implementation of this Agreement the Agency shall execute the Standardized Attestation, attached hereto as Exhibit A and by execution of this Agreement the Agency agrees to comply with the Agency Participation Terms attached hereto as Exhibit D.

CC. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written

ATTEST

\_\_\_\_\_

(Seal) CITY CLERK/ DEPUTY CITY CLERK

CITY OF TAMPA FLORIDA

By

Jane Castor, Mayor

Date \_\_\_\_\_

APPROVED AS TO  
LEGAL SUFFICIENCY:

\_\_\_\_\_

Carl Brody

Assistant City Attorney

The Grow Group, Inc.:

\_\_\_\_\_

By:           *LDCA*          

Print Name:           Levin O'Connor          

Date:           2/5/20

**Exhibit A**  
**Standardized Attestation for**  
**City of Tampa Funding Agreements**

*City of Tampa*  
*Neighborhood Development*

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Recipient:

Devin O'Connor (The Grow Group)

I am authorized to execute this affidavit on behalf of my organization and its owner, directors and officers. I state that:

**Public Entity Crimes**

1. I understand 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, would render the undersigned organization ineligible to submit a proposal for this project. Organizations placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City.
2. I understand and attest that neither I, nor any person or affiliate of my organization, nor my organization have been placed on any of the above referenced vendor lists that would render the organization ineligible to submit a proposal for this project.

**Scrutinized Companies**

3. I understand and attest that pursuant to Section 287.135(2)(a), Florida Statutes, my organization would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel. If the value of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the organization:
  - 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 s. 215.473, or  
b. Is engaged in business operations in Cuba or Syria.

4. Neither I nor my organization are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

#### **E-Verify**

5. I understand and attest that pursuant to Section 448.095(2), Florida Statutes, my organization must comply with Florida's E-Verify law to enter into an agreement with a public employer.
6. The undersigned organization is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our organization pursuant to Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our organization is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand and attest that, if there is a good faith belief that my organization has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand and attest that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our organization has otherwise complied with its obligations thereunder, then we will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City.

#### **Anti-Human Trafficking**

11. I hereby understand and attest that the undersigned organization nongovernmental entity does not use coercion of labor or services as those terms are defined in section 787.06(13).

#### **Disclosure of Gifts or Contracts from Foreign Sources**

12. I understand and attest that my organization is in compliance with Section 286.101(3)(a) Florida Statutes requiring the disclosure of gifts or contracts from foreign sources and as applicable will provide the City with copies of the required disclosure forms.

#### **Prohibition Against Economic Incentives**

13. I hereby verify that that the undersigned organization is not a foreign entity or foreign country of concern as defined at section 288.0071, Florida Statutes.

I state that I and the named organization understand and attest that the above representations are material and important and will be relied on by the City of Tampa in awarding this contract or agreement. I understand and my organization understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the City of Tampa of the true facts relating to this project.

The Grow Group, Inc.:

By: [Signature]

Title: Executive Director

Print Name: Devin O'Connor

Date: 2/5/26



**FY2026**  
**CITY OF TAMPA**  
**SOCIAL ACTION AND ARTS FUND**

***S.M.A.R.T. - Specific, Measurable, Achievable, Relevant, and Time-bound***

Organization: The Grow Group					
Program: ID/Mike Phillips All Abilities Intern Program					
Goal: Increase career readiness for persons with unique abilities					
INPUTS	ACTIVITIES		OUTCOMES (Quarterly Reports)		
What the City of Tampa invests (Requested Funding Amount)	What we do	Who we reach	Short-Term results	Intermediate results	Long-Term results
\$15,249	The partner agency will leverage their programs to identify interns and cover the upfront costs associated with an intern while in the city's employ (hourly wage and coaching up to 10% of the total contracted amount	Persons with Intellectual Disabilities who have been working with the partner agencies on job readiness skills	Identification of students/individuals who are eligible for the program and interested in participating in the internship	Placement of individual in an internship opportunity to gain real world job experience	Individual is better prepared for their career of choice post engagement.
Date Submitted: 2-5-2026			Quarterly Report (Please Check Box): QTR 1: <input type="checkbox"/> QTR 2: <input type="checkbox"/> QTR 3: <input type="checkbox"/> QTR 4: <input type="checkbox"/>		

## **EXHIBIT C**

The terms of the Agreement between the City of Tampa and The Grow Group (AGENCY), Inc. shall include the following rules for operation of the Program as referenced in Section B(6) of the Agreement.

### **I. PROGRAM**

- A. This Agreement must be fully executed by the Agency and City prior to a program participant's placement with the City. In addition it is understood that no legal employer-employee relationship exists between the City and the Program participant.
- B. The work experience is for the benefit of the participant(s). The work experience shall not exceed twenty (20) hours per week, unless the City desires to convert and hire the participant into unsubsidized employment earlier.
- C. The Agency shall compensate the Program participant(s) one hundred percent (100%) of the paid work wage rate established at \$15.00 per hour. Program participants shall be compensated for actual time worked and are not eligible for holiday pay.

### **II. AGENCY RESPONSIBILITIES**

- A. Recruit, select and refer participant(s) to City who are eligible for the Program.
- B. Pay the cost of a level 1 background screening on each Program participant. Level 1 background screenings are further explained in section 435.03, Florida Statutes.
- C. Assist the City site supervisor in resolving any problems concerning the participant(s) performance in the Program.
- D. Hear all grievances concerning the Program participant performance at the Program site in accordance with AGENCY grievance procedures.
- E. Conduct periodic onsite Program site monitoring visits with participant and assist City supervisor(s) in evaluating the progress of the Program participant.
- F. Monitor the activities under this Agreement at reasonable hours and as frequently as the authorized representatives of AGENCY may deem necessary in order to assure that the Program is constructive for the participant and that all provisions of this Agreement are being carried out.
- G. Require corrective action within specified time periods or remove participant(s) from City site(s) without prior notice other than a written notification to be delivered to the City at the time of the removal in the event AGENCY finds serious or continual violations of rules or laws, where violations are not being remedied.
- H. Carry liability insurance coverage in accordance with State of Florida law including workers compensation insurance coverage for Agency participant(s). AGENCY will coordinate Workers compensation insurance coverage for other funding sources.

### III. CITY RESPONSIBILITIES

- A. Select and provide the necessary orientation, training, supervision, and mentoring/coaching at all times, precautionary safety instructions in the performance of the Program participant(s) duties. as stated in the job description.
- B. City shall notify AGENCY immediately of any temporary and/or ongoing changes in the designation of personnel who shall be supervising the participant(s).
- C. City certifies that no participant's immediate family member will directly supervise any participant(s) referred by AGENCY or provide a professional work experience related to the AGENCY participant(s) area of interest.
- D. Abide by health and safety standards including Child Labor Laws, established under state and federal law.
- E. Complete evaluations of the participant's performance during the term of Program participation. Notify AGENCY contact preferably by telephone and email of any problem or concern regarding a participant's performance as soon as possible, but at least within 24 clock hours of when the problem is identified.
- F. Notify the AGENCY contact of any concerns City has with participant's performance and attempt to discuss and resolve prior to opting to terminate.
- G. Notify the AGENCY contact in writing immediately upon notice of the status of a participant when one or more of the following situations occur:
  - 1. the participant has failed the work assigned or voluntarily quit the work experience.
  - 2. the participant has experienced absenteeism or sickness or other problems.
  - 3. the participant secured employment with the City or with another entity.
- J. Maintain adequate accountability for the Program participant's time and attendance and submit online electronically signed time sheets to the AGENCY contact in accordance with pre-determined payroll periods, with documentation to support the program participant's time and attendance required for administrative purposes.
- K. Review and approve participant's time and attendance and submit approved timecard through AGENCY's online on a bi-weekly basis.
- L. Routinely provide feedback to AGENCY regarding the program participant's progress in the Program. Understand that AGENCY will have an onsite presence at the worksite to conduct biweekly monitoring visits with participant and direct worksite supervisor(s).
- M. All AGENCY participants shall be provided with the same working conditions by the City accorded to other employees presently in the City's workforce.
- O. The City shall have all supervisory responsibility of the participant(s).
- P. The City shall inform AGENCY Contact immediately should an accident or injury occur at the job site affecting or involving a participant(s).

- Q. No participant may participate in the program unless the participant is referred to by AGENCY in accordance with the terms of this Agreement.
- R. The City agrees that any additional cost of a background check more extensive than a Level 1 will not be paid by AGENCY.

#### **IV. PARTICIPATION ASSURANCES**

- A. Funds shall not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.
- B. Funds shall not be used to displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of participation).
- C. Funds shall not be used to impair an existing contract for services or collective bargaining agreement, and no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- D. Funds shall not be used to employ a participant in a job if any other individual is on layoff from the same or any substantially equivalent job, or that the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy created with the participant.
- E. Funds shall not be used to create a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
- F. Funds shall not be used only to place eligible applicants in position approved by the City including related administrative costs.
- G. Funds shall not be used for any political or lobbying activities, or any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- H. Funds shall not be used to directly or indirectly assist, promote, or deter union organizing.
- I. Funds shall not be used to encourage or induce relocation.

## Exhibit D

### Agency Participation Terms for City of Tampa Agreement

*City of Tampa - Neighborhood & Community Affairs*

#### **Additional Terms and Conditions**

Compliance with the below terms is in addition to and as applicable to the Agreement to which it is attached.

- 1) Publicizing City of Tampa (City) Support
  - a) Acknowledge support on any agency program materials (electronic and print) with a statement such as "Funding for services generously provided by (insert CITY LOGO) or " the City of Tampa".
  - b) Display the City logo in service locations, administrative offices, and on the Agency website.
  - c) Establish a link from the Agency website to the City website.
  - d) Provide information about the City each year to employees and governing Board of Directors.
  - e) The Agency agrees to notify the City of Tampa of all outreach activities associated with this Agreement in advance of the event.
  - f) Provide immediate notification to the City Marketing and Communications Director of any media opportunities for coverage of any City funded program.
  - g) The Agency will make every reasonable effort to invite a City representative to media coverage opportunities or recognize the City during coverage and/or interviews (e.g., radio, television, online publications, or newspaper).
  - h) The Agency shall make available to the City similar sponsorship benefits as it offers to other sponsors, including recognition for the City on event collateral and complimentary access to events for up to ten (10) City personnel.

Under circumstances wherein the Agency uses a portion of the funding provided pursuant to its Agreement, the following conditions apply.

- 2) Special Event Conditions
  - a) At no charge to the City, the Agency shall provide access to the Event, including reasonable parking access if available, for a maximum of five (5) staff for purposes of monitoring consistency and compliance of the Event with this Agreement.
  - b) The City may request, at its sole discretion, to be provided a presence at the event (i.e., a resource table, if applicable) similar to other sponsors and/or vendors to promote City activities, programs and/or items of interest to visitors and residents (the "Event Presence"). This Event Presence will be provided by the Awardee at no charge to the City.