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# AGENDAS

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**THE AGRICULTURAL AND LABOR PROGRAM, INC.  
BOARD COMMITTEE REPORT**

**INSTRUCTIONS :** Complete and submit to the Board Secretary after reporting to the full Board.

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<b>Name of Committee</b>	<b>Date of Report</b>
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Members Present

Members Absent

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Type of Report**

- \_\_\_\_\_ Reporting/Updating
- \_\_\_\_\_ Recommending Board Action
- \_\_\_\_\_ Recommending Policy Changes

**Brief Statement of Committee's Issue/Area Reporting:**

**Brief Background information and possible impact of issue/area (i.e.: Why is it an issue? Will funding, staff utilization, services and/or facility changes be necessary?)**

**Recommendation for Board Action, if any (State in the form of a motion(s) to be acted upon by the full Board);**

NO MEETINGS

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## **ACTION ITEMS**

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**GLADES COUNTY PUBLIC  
DESIGNEE APPOINTMENT**

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## Glades County Board of County Commissioners

P.O. Box 1527 • 500 Avenue J • Moore Haven, Florida 33471

Phone: (863) 946-6000 • Fax: (863) 946-2860

Internet address <http://www.MyGlades.com>

January 11, 2017

Deloris C. Johnson  
The Agricultural and Labor Program, Inc.  
300 Lynchburg Road  
Lake Alfred, FL 33850-2576

Re: Glades County Public Designee

Dear Christina Daly,

During the regular meeting of the Glades County Board of County Commissioners on Tuesday, January 11, 2017 the Board approved the Citizen Application of Mr. Samuel A. Thomas as the Public Designee to represent Glades County for the Agricultural and Labor Program. Please feel free to contact Mr. Samuel A. Thomas to advise him of any future meeting dates.

Samuel A. Thomas  
409 Pinecrest Ave  
Moore Haven, FL 33471  
(239) 738-0827  
[anthonythomas2k2@gmail.com](mailto:anthonythomas2k2@gmail.com)

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Carlisle".

Paul Carlisle  
Glades County Manager

Weston Pryor  
District 1

Donna Storter-Long  
District 2

Donald Strenth John Ahern  
District 3 District 4

Tim Stanley  
District 5

Paul Carlisle  
County Manager

Richard W. Pringle  
County Attorney

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**CITY OF FT. PIERCE**  
**PUBLIC DESIGNEE APPOINTMENT**

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THE SUNRISE CITY  
**FORT PIERCE**  
OFFICE OF THE MAYOR  
AND CITY COMMISSION

*Florida*

January 13, 2017

Ms. Deloris Johnson, CEO  
The Agricultural and Labor Program, Inc.  
300 Lynchburg Road  
Lake Alfred, FL 33850

Dear Ms. Johnson:

Please accept this letter as my official appointment of Commissioner Kim Johnson to serve as my designee on The Agricultural and Labor Program, Inc., Board of Directors for my term period of January 2017 thru December 2018.

Should you have questions or require any additional information, please feel free to contact me at 772-467-3020.

Sincerely,

*Linda Hudson*

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**2016 AUDITED FINANCIAL REPORT  
APPROVAL/DISTRIBUTION  
(Ratify)**

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# **The Agricultural and Labor Program, Incorporated**

Financial and Compliance Report  
June 30, 2016

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RSM US LLP

## Independent Auditor's Report

To the Board of Directors  
The Agricultural and Labor Program, Incorporated  
Lake Alfred, Florida

### **Report on the Financial Statements**

We have audited the accompanying financial statements of The Agricultural and Labor Program, Incorporated, which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Agricultural and Labor Program, Incorporated as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

THE POWER OF BEING UNDERSTOOD  
AUDIT | TAX | CONSULTING

**Other Matters – Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the financial statements and is presented for the current period only. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our reports dated November 22, 2016, and December 4, 2015, on our consideration of The Agricultural and Labor Program, Incorporated's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of these reports is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. These reports are an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Agricultural and Labor Program, Incorporated's internal control over financial reporting and compliance.

RSM US LLP

Orlando, Florida  
November 22, 2016

**The Agricultural and Labor Program, Incorporated**

**Statements of Financial Position  
June 30, 2016 and 2015**

	2016	2015
<b>Assets</b>		
Current assets:		
Cash	\$ 1,239,065	\$ 1,075,029
Accounts receivable	430,310	664,862
Prepaid expenses	13,266	14,086
Asset held for sale	34,146	-
<b>Total current assets</b>	<b>1,716,787</b>	1,753,977
Property and equipment, net	1,041,902	1,195,029
Refundable deposits	10,448	10,448
<b>Total assets</b>	<b>\$ 2,769,137</b>	\$ 2,959,454
<b>Liabilities and Net Assets</b>		
Current liabilities:		
Accounts payable	\$ 447,254	\$ 621,305
Accrued expenses	459,808	418,455
Refundable advances	46,613	1,405
<b>Total current liabilities</b>	<b>953,675</b>	1,041,165
Commitments and contingencies (Notes 6 and 9)		
Unrestricted net assets	1,815,462	1,918,289
<b>Total liabilities and net assets</b>	<b>\$ 2,769,137</b>	\$ 2,959,454

See notes to financial statements.

**The Agricultural and Labor Program, Incorporated**

**Statements of Activities**

**Years Ended June 30, 2016 and 2015**

	2016	2015
Support and revenue:		
U.S. Department of Health and Human Services	\$ 7,284,907	\$ 7,284,907
Early Learning Coalitions:		
Voluntary Prekindergarten Education Program (VPK)	923,574	886,828
Childcare	12,175	14,154
State of Florida, Departments of:		
Economic Opportunity	5,581,235	6,020,692
Education and Health	757,585	727,154
In-kind contributions	1,289,522	1,076,821
Other support and revenue	421,597	355,249
<b>Total support and revenue</b>	<b>16,270,595</b>	<b>16,365,805</b>
Expenses:		
Program services:		
Head Start	8,023,797	7,844,805
Child development	878,951	897,422
Energy	4,364,761	4,860,543
Food	683,805	676,160
Social services	1,301,962	1,113,419
Employment and training	7,310	55,019
<b>Total program services</b>	<b>15,260,586</b>	<b>15,447,368</b>
Supporting services:		
Management and general	1,112,836	1,053,395
<b>Total expenses</b>	<b>16,373,422</b>	<b>16,500,763</b>
<b>Decrease in net assets</b>	<b>(102,827)</b>	<b>(134,958)</b>
Net assets:		
Beginning	1,918,289	2,053,247
Ending	<b>\$ 1,815,462</b>	<b>\$ 1,918,289</b>

See notes to financial statements.

The Agricultural and Labor Program, Incorporated

Statements of Functional Expenses  
Years Ended June 30, 2016 and 2015

2016

	Program Services										Supporting
	Head Start	Child Development	Energy	Food	Social Services	Employment and Training	Total Program Services	Management and General	Total Expenses		
Salaries	\$ 3,913,452	\$ 593,602	\$ 534,744	\$ 172,486	\$ 432,276	\$ -	\$ 5,646,560	\$ 640,696	\$ 6,287,256		
Fringe benefits	1,020,712	151,565	140,413	45,347	102,030	-	1,460,067	161,628	1,621,695		
<b>Total salaries and related expenses</b>	<b>4,934,164</b>	<b>745,167</b>	<b>675,157</b>	<b>217,833</b>	<b>534,306</b>	<b>-</b>	<b>7,106,627</b>	<b>802,324</b>	<b>7,908,951</b>		
Grants, subsidies and contributions	1,260	-	3,384,972	4	319,876	6,217	3,712,329	36,870	3,749,199		
In-kind expenses	1,289,522	-	-	-	-	-	1,289,522	-	1,289,522		
Contractual services	265,696	29,535	34,679	24,772	37,121	-	391,803	33,283	425,086		
Rent and utilities	303,498	6,462	52,162	52,705	25,690	-	440,517	22,375	462,892		
Subcontractors	308,854	-	22,470	-	111,114	900	443,338	-	443,338		
Materials and supplies	287,765	72,661	41,502	22,272	57,568	193	481,961	43,466	525,427		
Other	200,241	8,051	23,466	13,093	100,196	-	345,047	103,137	448,184		
Food	79,255	1,364	-	330,290	-	-	410,909	-	410,909		
Communications	206,106	10,474	109,499	15,979	85,000	-	427,058	31,764	458,822		
Depreciation	115,890	4,719	3,956	1,954	1,169	-	127,688	24,533	152,221		
Travel	31,546	518	16,898	4,903	29,922	-	83,787	15,084	98,871		
<b>Total expenses</b>	<b>\$ 8,023,797</b>	<b>\$ 878,951</b>	<b>\$ 4,364,761</b>	<b>\$ 683,805</b>	<b>\$ 1,301,962</b>	<b>\$ 7,310</b>	<b>\$ 15,260,586</b>	<b>\$ 1,112,836</b>	<b>\$ 16,373,422</b>		

(Continued)

The Agricultural and Labor Program, Incorporated

Statements of Functional Expenses (Continued)  
Years Ended June 30, 2016 and 2015

2015

	Program Services										Supporting
	Head Start	Child Development	Energy	Food	Social Services	Employment and Training	Total Program Services	Management and General	Total Expenses		
Salaries	\$ 3,847,013	\$ 547,776	\$ 596,295	\$ 174,427	\$ 394,471	\$ 14,374	\$ 5,574,356	\$ 602,387	\$ 6,176,743		
Fringe benefits	986,437	133,082	150,952	44,886	85,388	3,739	1,404,484	147,309	1,551,793		
<b>Total salaries and related expenses</b>	<b>4,833,450</b>	<b>680,858</b>	<b>747,247</b>	<b>219,313</b>	<b>479,859</b>	<b>18,113</b>	<b>6,978,840</b>	<b>749,696</b>	<b>7,728,536</b>		
Grants, subsidies and contributions	511	-	3,883,461	-	266,059	26,680	4,176,711	41,319	4,218,030		
In-kind expenses	1,076,821	-	-	-	-	-	1,076,821	-	1,076,821		
Contractual services	327,896	38,805	27,437	13,445	17,114	355	425,052	59,289	484,341		
Rent and utilities	278,139	31,453	60,926	64,365	16,892	101	451,876	27,135	479,011		
Subcontractors	295,388	-	31,650	-	141,451	3,775	472,264	-	472,264		
Materials and supplies	247,111	103,405	23,849	23,014	22,491	332	420,202	35,058	455,260		
Other	203,560	17,530	9,689	5,985	112,099	2,380	351,243	55,821	407,064		
Food	57,666	189	-	345,138	-	-	402,993	-	402,993		
Communications	249,185	17,767	51,332	2,040	32,276	355	352,955	8,937	361,892		
Depreciation	200,148	6,745	11,693	1,139	5,583	3	225,311	50,682	275,993		
Travel	74,930	670	13,259	1,721	19,595	2,925	113,100	25,458	138,558		
<b>Total expenses</b>	<b>\$ 7,844,805</b>	<b>\$ 897,422</b>	<b>\$ 4,860,543</b>	<b>\$ 676,160</b>	<b>\$ 1,113,419</b>	<b>\$ 55,019</b>	<b>\$ 15,447,368</b>	<b>\$ 1,053,395</b>	<b>\$ 16,500,763</b>		

See notes to financial statements



**The Agricultural and Labor Program, Incorporated**

**Statements of Cash Flows  
Years Ended June 30, 2016 and 2015**

	2016	2015
Cash flows from operating activities:		
Decrease in net assets	\$ (102,827)	\$ (134,958)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:		
Depreciation	152,221	275,993
Grant revenue used to purchase property and equipment	(21,849)	(91,512)
In-kind contribution of property	(5,700)	-
Loss on disposal of property and equipment	22,755	-
Changes in operating assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable	234,552	(109,489)
Prepaid expenses	820	20,162
Increase (decrease) in liabilities:		
Accounts payable	(174,051)	175,706
Accrued expenses	41,353	(11,811)
Refundable advances	45,208	(49,973)
<b>Net cash provided by operating activities</b>	<b>192,482</b>	<b>74,118</b>
Cash flows from investing activities:		
Purchases of property and equipment	(21,849)	(91,512)
Increase in asset held for sale	(28,446)	-
<b>Net cash used in investing activities</b>	<b>(50,295)</b>	<b>(91,512)</b>
Cash flows from financing activities:		
Grant revenue used to purchase property and equipment	21,849	91,512
<b>Net cash provided by financing activities</b>	<b>21,849</b>	<b>91,512</b>
<b>Net increase in cash</b>	<b>164,036</b>	<b>74,118</b>
Cash:		
Beginning	1,075,029	1,000,911
Ending	<b>\$ 1,239,065</b>	<b>\$ 1,075,029</b>

See notes to financial statements.

## The Agricultural and Labor Program, Incorporated

### Notes to Financial Statements

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#### Note 1. Nature of Organization and Significant Accounting Policies

**Nature of organization:** The Agricultural and Labor Program, Incorporated (ALPI) is a nonprofit corporation organized to provide assistance and services to migrant and seasonal farm-workers, the rural poor and disenfranchised persons located in 27 counties, principally in southern and central Florida. Incorporated in 1976, ALPI represents the combination of four previously existing Community Development Boards, which were part of the Agricultural Labor Project of Coca-Cola Foods (Minute Maid).

A summary of ALPI's significant accounting policies follows:

**Basis of accounting:** The accompanying financial statements have been prepared on the accrual basis of accounting.

**Basis of presentation:** A nonprofit organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Accordingly, net assets of ALPI and changes therein are classified and reported as follows:

**Unrestricted net assets:** Net assets that are not subject to donor-imposed stipulations, but may be designated for specific purposes by action of the Board of Directors.

**Temporarily restricted net assets:** Net assets subject to donor-imposed stipulations that may or will be met either by actions of ALPI and/or the passage of time. When the restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions. ALPI has no temporarily restricted net assets.

**Permanently restricted net assets:** Net assets subject to donor-imposed stipulations that they be permanently maintained by ALPI. ALPI has no permanently restricted net assets.

**Accounts receivable:** Accounts receivable are stated at net realizable value. ALPI uses the allowance method to determine uncollectible accounts receivable. The allowance is established based upon management's analysis of specific accounts and other economic factors. In the opinion of management, no allowance for uncollectible accounts receivable was considered necessary at June 30, 2016 and 2015.

**Assets held for sale:** Assets held for sale are reported at the lower of the carrying amount or fair value less cost to sell. Assets held for sale consist of land and a single family home.

**Property and equipment:** Property and equipment are capitalized at cost when purchased, or at fair value at the date of gift, if contributed. Depreciation of property and equipment is provided for using the straight-line method of accounting over the estimated useful lives of the assets. Property and equipment purchased with grant awards are considered to be owned by the ALPI while used in the program or future authorized programs. However, certain awarding agencies, primarily federal agencies, retain a reversionary interest in the property and equipment for specified time periods, requiring the return of the assets or proceeds of sale of the assets in proportion to the percentage of grant funds used upon termination of the grant contract. The cost of assets retired or sold, together with the related accumulated depreciation, is removed from the accounts and any gains or losses from disposition are credited or charged to income. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Amortization of leasehold improvements is provided on the straight-line method of accounting over the remaining term of the lease or the useful life of the improvement, whichever is shorter.

## The Agricultural and Labor Program, Incorporated

### Notes to Financial Statements

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#### Note 1. Nature of Organization and Significant Accounting Policies (Continued)

**Impairment of long-lived assets:** The carrying value of property and equipment is reviewed for impairment whenever events or changes in circumstances indicate such value may not be recoverable. Recoverability of assets or asset groups to be held and used is measured by a comparison of the carrying amount of an asset or asset group to future net cash flows expected to be generated by the asset or asset group. If such assets or asset groups are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets or asset groups exceeds the fair value of the assets or asset groups. Assets or asset groups to be disposed of are reported at the lower of the carrying amount or fair value less cost to sell. No impairment of its long-lived assets or asset groups has been recognized during the years ended June 30, 2016 and 2015.

**Support and revenue:** ALPI is principally funded by grants from federal, state and local governmental agencies. Grants received provide specified amounts for various grant years principally as reimbursement for allowable costs incurred. Revenue from cost reimbursement grants is recognized as eligible costs are incurred. Receivables are recorded to the extent costs have been incurred but not reimbursed by the granting agencies. Conversely, refundable advances are recorded when grant advances exceed eligible costs incurred. Refundable advances will either be offset against subsequent allowable costs incurred or refunded to the granting agencies upon grant termination.

**Contributions:** Contributions received are recorded at fair value as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions are met in the year in which the contributions are recognized. Contributed services are recognized if the services received create or enhance non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by contribution. Contributed services recognized by ALPI represent specialized services provided by volunteers for the Head Start Program.

The estimated fair value of contributed materials, facilities and services is reflected as support and expenses in the accompanying statements of activities and statements of functional expenses in the period in which the materials, facilities and services are utilized. Contributed materials, facilities and services amounted to \$968,799 and \$1,076,821 for the years ended June 30, 2016 and 2015, respectively.

**Income taxes:** ALPI is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and from state income taxes under similar provisions of the Florida Statutes. Accordingly, no provision for federal and state income taxes has been recorded in the accompanying financial statements. In addition, management assessed whether there were any uncertain tax positions which may give rise to income tax liabilities and determined that there were no such matters requiring recognition in the accompanying financial statements. ALPI files income tax returns in the U.S. federal jurisdiction. Generally, ALPI is no longer subject to U.S. federal income tax examinations by tax authorities for years before June 30, 2013.

**Functional allocation of expenses:** The cost of providing the various programs and other activities have been detailed in the statements of functional expenses and summarized on a functional basis in the statements of activities. Salaries and other expenses that are associated with a specific program are charged directly to that program. Salaries and other expenses that benefit more than one program are allocated to the various programs based on the relative benefit provided. Occupancy costs are allocated to the various programs based on square footage occupied by each program. ALPI does not actively engage in fundraising activities; therefore, no fundraising expenses are included in the accompanying financial statements.

## The Agricultural and Labor Program, Incorporated

### Notes to Financial Statements

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#### Note 1. Nature of Organization and Significant Accounting Policies (Continued)

**Use of estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of support and revenue, and expenses during the reporting period. Actual results could differ from those estimates.

**Concentrations of credit risk:** ALPI's financial instruments that are exposed to concentrations of credit risk consist of cash placed with federally insured financial institutions. Such accounts may at times exceed federally insured limits. ALPI has not experienced any losses on such accounts.

**Concentrations:** ALPI's primary funding sources are federal and state grants and awards.

**Recent accounting pronouncements:** In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The update will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. Early adoption is not permitted. The updated standard will become effective for annual reporting periods beginning after December 15, 2018. ALPI has not yet selected a transition method and has not yet evaluated the impact the updated standard will have on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the statement of financial position for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2019. Management is currently evaluating the impact of this ASU on its financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU make improvements to the information provided in financial statements and accompanying notes of not-for-profit entities. The amendments set forth the FASB's improvements to net asset classification requirements and the information presented about a not-for-profit entity's liquidity, financial performance and cash flows. The ASU will be effective for fiscal years beginning after December 15, 2017. Earlier application is permitted. The changes in this ASU should generally be applied on a retrospective basis in the year that the ASU is first applied. Management is currently evaluating the impact of this ASU on its financial statements.

The FASB has issued certain new or modifications to, or interpretations of, existing accounting guidance in addition to the ASU's described above. ALPI has considered the new pronouncements and does not believe that any other new or modified guidance will have a material impact on ALPI's reported financial position or activities in the near term.

**Subsequent events:** Management has assessed subsequent events through November 22, 2016, the date the financial statements were available to be issued.

## The Agricultural and Labor Program, Incorporated

### Notes to Financial Statements

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#### Note 2. Accounts Receivable

Accounts receivable at June 30, 2016 and 2015, consists of the following:

	2016	2015
State of Florida, Department of Economic Opportunity	\$ 302,253	\$ 288,653
Education	14,000	-
Health	7,782	15,087
U.S. Department of Health and Human Services	58,907	295,907
Florida Non-Profit Housing, Inc.	16,717	13,164
Children's Services Council of St. Lucie County	13,293	6,222
Senior Connection Center, Inc.	8,091	19,217
Other	9,267	16,858
Early Learning Coalition of St. Lucie County	-	9,754
	<u>\$ 430,310</u>	<u>\$ 664,862</u>

#### Note 3. Property and Equipment

Property and equipment at June 30, 2016 and 2015, consists of the following:

	2016	2015
Land	\$ 545,000	\$ 545,000
Buildings and improvements	2,671,510	2,671,510
Leasehold improvements	240,058	468,841
Machinery and equipment	1,472,868	1,540,316
Furniture and fixtures	239,967	241,911
	<u>5,169,403</u>	<u>5,467,578</u>
Less accumulated depreciation	(4,127,501)	(4,272,549)
	<u>\$ 1,041,902</u>	<u>\$ 1,195,029</u>

#### Note 4. Accrued Expenses

Accrued expenses at June 30, 2016 and 2015, consists of the following:

	2016	2015
Salaries	\$ 153,443	\$ 122,405
Retirement benefits	218,304	205,650
Other	88,061	90,400
	<u>\$ 459,808</u>	<u>\$ 418,455</u>

## The Agricultural and Labor Program, Incorporated

### Notes to Financial Statements

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#### Note 5. Line of Credit

ALPI has a revolving line of credit with a bank totaling \$250,000, bearing interest at the prime rate plus 1.75% (5.25% at June 30, 2016) which is unsecured and matures on February 3, 2017. There was no balance outstanding under the line of credit at June 30, 2016 and 2015.

#### Note 6. Leases

ALPI leases various office space and equipment under noncancelable operating leases. Future minimum lease payments under noncancelable operating leases (with initial or remaining lease terms in excess of one year) as of June 30, 2016, are as follows:

Years ending June 30:

2017	\$	56,800
2018		27,800
2019		11,900
2020		1,600
	\$	<u>98,100</u>

Rent expense for the years ended June 30, 2016 and 2015, amounted to \$193,201 and \$208,417, respectively.

#### Note 7. Other Support and Revenue

Other support and revenue for the years ended June 30, 2016 and 2015, consists of the following:

	2016	2015
Senior Connection Center, Inc.	\$ 115,472	\$ 28,505
E-Rate	90,714	124,693
Children's Services Council of St. Lucie County	72,128	80,453
Other	48,426	37,986
Florida Non-Profit Housing, Inc.	47,053	47,470
Child care fees	22,809	20,067
Florida Association for Community Action, Inc.	12,709	-
U.S. Department of Housing and Urban Development	12,286	16,075
	<u>\$ 421,597</u>	<u>\$ 355,249</u>

#### Note 8. Employee Benefit Plan

ALPI maintains a defined contribution retirement plan (the Plan) under Section 403(b) of the Internal Revenue Code. The Plan covers substantially all ALPI employees and will provide participating employees with additional retirement benefits from discretionary employer contributions. Contribution expense accrued by ALPI under this Plan was \$218,304 and \$205,650 for the years ended June 30, 2016 and 2015, respectively.

## **The Agricultural and Labor Program, Incorporated**

### **Notes to Financial Statements**

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#### **Note 9. Contingencies**

ALPI receives significant financial assistance from federal, state and local governmental agencies in the form of grants. The disbursement of awards received under these programs generally requires compliance with terms and conditions specified in the grant agreements and is subject to audit by the awarding agencies. Disallowed claims, if any, resulting from such audits may become liabilities of ALPI. However, in the opinion of management, disallowed claims resulting from such audits, if any, will not have a material effect on ALPI's financial statements.

The Agricultural and Labor Program, Incorporated

Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2016

Grantor/Pass-Through/Program Title	Grant Number	Federal CFDA #	Grant Period	Federal Expenditures
<b>Federal Awards:</b>				
U.S. Department of Health and Human Services:				
Direct Program:				
Head Start	04CH4739/02	93.600	7/1/15-6/30/16	\$ 7,284,907
<b>Program total</b>				<u>7,284,907</u>
U.S. Department of Health and Human Services				
passed through the following:				
State of Florida Department of Economic Opportunity				
Low Income Home Energy Assistance	15EA-0F-07-63-08-001	93.568	3/1/15-3/31/16	3,540,175
Low Income Home Energy Assistance	16EA-0F-07-63-08-001	93.568	3/1/16-3/31/17	801,926
Senior Connection Center, Inc.				
Low Income Home Energy Assistance	EH-15/16-ALPI	93.568	4/1/15-3/31/16	86,118
Low Income Home Energy Assistance	EH-16/17-ALPI	93.568	4/1/15-12/31/17	29,353
<b>Program total</b>				<u>4,457,572</u>
State of Florida Department of Economic Opportunity:				
Community Services Block Grant	15SB-0D-07-63-08-001	93.569	10/1/14-9/30/15	300,472
Community Services Block Grant	16SB-0D-07-63-08-001	93.569	10/1/15-12/31/16	938,661
<b>Program total</b>				<u>1,239,133</u>
U.S. Department of Agriculture passed through the				
State of Florida Department of Health:				
Child and Adult Care Food Program	S-501	10.558	10/1/14-9/30/15	119,176
Child and Adult Care Food Program	S-501	10.558	10/1/15-9/30/16	574,408
<b>Program total</b>				<u>693,584</u>

(Continued)



The Agricultural and Labor Program, Incorporated

Schedule of Expenditures of Federal Awards (Continued)  
Year Ended June 30, 2016

Grantor/Pass-Through/Program Title	Grant Number	Federal CFDA #	Grant Period	Federal Expenditures
<b>Federal Awards (Continued):</b>				
U.S. Department of Labor passed through the following:				
State of Florida Department of Education:				
Farmworker Jobs and Education Program	755-4056B-6CFJ1	17.264	7/1/15-6/30/16	\$ 64,000
Florida Non-Profit Housing, Inc.:				
Farmworker Jobs and Education Program	N/A	17.264	7/1/15-6/30/16	47,053
<b>Program total</b>				<u>111,053</u>
U.S. Department of Housing and Urban Development:				
Direct Program:				
Housing Counseling Assistance Program	HC15-0821-033	14.169	10/1/14-3/31/16	10,336
Housing Counseling Assistance Program	HC16-0421-073	14.169	10/1/15-3/31/17	1,951
<b>Program total</b>				<u>12,287</u>
<b>Total expenditures of federal awards</b>				<u>\$ 13,798,536</u>

See notes to schedule of expenditures of federal awards.

## The Agricultural and Labor Program, Incorporated

### Notes to Schedule of Expenditures of Federal Awards Year Ended June 30, 2016

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#### Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of The Agricultural and Labor Program, Incorporated (ALPI) under programs of the federal government for the year ended June 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Because the Schedule presents only a selected portion of the operations of ALPI, it is not intended to and does not present the financial position, changes in net assets or cash flows of ALPI.

Also, the grants reflect transactions for the June 30, 2016, fiscal year irrespective of the year of grant award and, accordingly, the schedule of expenditures of federal awards does not include a full year's activity for grants awarded or terminated on dates not coinciding with the aforementioned fiscal year.

#### Note 2. Summary of Significant Accounting Policies for Federal Award Expenditures

Expenditures reported on the Schedule are recognized on the accrual basis of accounting. Such expenditures are reported following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers (grant numbers) are presented where available.

Expenditures include indirect costs, related primarily to general administrative services, which are allocated to direct cost objectives (including federal awards) based on negotiated formulas commonly referred to as administrative cost rates. Administrative cost rates allocated to such awards for the year ended June 30, 2016, were based on fixed rates negotiated with ALPI's cognizant federal agency, the U.S. Department of Health and Human Services.

#### Note 3. Subrecipients

Of the federal expenditures presented in the Schedule, ALPI provided federal awards to subrecipients as follows:

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided to Subrecipients</u>
Low Income Home Energy Assistance	93.568	\$ 22,470
Community Services Block Grant	93.569	111,114
		<u>\$ 133,584</u>

#### Note 4. Head Start Program

ALPI operates full year Head Start/Early Head Start Programs. The Head Start/Early Head Start Programs provide comprehensive early child development for disadvantaged infants and preschool children and their families. Under these programs, ALPI is required to obtain matching revenue from private sources and in-kind contributions. ALPI obtained the required matching revenue and in-kind contributions for the year ended June 30, 2016, as follows:

In-kind contributions	\$ 1,289,522
Early Learning Coalitions – VPK	531,705
	<u>\$ 1,821,227</u>

Of the \$923,574 in Early Learning Coalitions – VPK revenue shown on the accompanying statements of activities, \$531,705 was used to meet the in-kind match requirement.

**Report on Internal Control Over Financial Reporting  
and on Compliance and Other Matters Based on an Audit of Financial  
Statements Performed in Accordance With *Government Auditing Standards***

**Independent Auditor's Report**

To the Board of Directors  
The Agricultural and Labor Program, Incorporated  
Lake Alfred, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of The Agricultural and Labor Program, Incorporated, which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 22, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered The Agricultural and Labor Program, Incorporated's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Agricultural and Labor Program, Incorporated's internal control. Accordingly, we do not express an opinion on the effectiveness of The Agricultural and Labor Program, Incorporated's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether The Agricultural and Labor Program, Incorporated's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Agricultural and Labor Program, Incorporated's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Agricultural and Labor Program, Incorporated's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RSM US LLP

Orlando, Florida  
November 22, 2016

**Report on Compliance for Each Major Federal  
Program and Report on Internal Control Over Compliance  
Required by the Uniform Guidance**

**Independent Auditor's Report**

To the Board of Directors  
The Agricultural and Labor Program, Incorporated  
Lake Alfred, Florida

**Report on Compliance for Each Major Federal Program**

We have audited The Agricultural and Labor Program, Incorporated's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of The Agricultural and Labor Program, Incorporated's major federal programs for the year ended June 30, 2016. The Agricultural and Labor Program, Incorporated's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of The Agricultural and Labor Program, Incorporated's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about The Agricultural and Labor Program, Incorporated's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination on The Agricultural and Labor Program, Incorporated's compliance.

**Opinion on Each Major Federal Program**

In our opinion, The Agricultural and Labor Program, Incorporated complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

### **Report on Internal Control Over Compliance**

Management of The Agricultural and Labor Program, Incorporated is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered The Agricultural and Labor Program, Incorporated's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of The Agricultural and Labor Program, Incorporated's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*RSM US LLP*

Orlando, Florida  
November 22, 2016

**The Agricultural and Labor Program, Incorporated**

**Schedule of Findings and Questioned Costs  
Year Ended June 30, 2016**

**I – Summary of Auditor’s Results**

**Financial Statements**

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	_____ Yes	_____ X	_____ No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	_____ Yes	_____ X	_____ None Reported
Noncompliance material to financial statements noted?	_____ Yes	_____ X	_____ No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified?	_____ Yes	_____ X	_____ No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	_____ Yes	_____ X	_____ None Reported
	_____ Yes	_____ X	_____ None Reported

Type of auditor’s report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200. 516 (a)

	_____ Yes	_____ X	_____ No
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Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.569	Community Services Block Grant
93.568	Low Income Home Energy Assistance

Dollar threshold used to distinguish between Type A and type B programs: \$ 750,000

Auditee qualified as low-risk auditee?

	_____ X	_____ Yes	_____ No
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**II – Financial Statement Findings**

No matters were reported.

**III – Findings and Questioned Costs for Federal Awards**

No matters were reported.

**IV – Other Reporting**

1. No Corrective Action Plan is presented because there were no findings required to be reported under the Federal Single Audit Act.
2. No Summary Schedule of Prior Audit Findings is presented because there were no prior audit findings.

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**FNPH 2016 BUDGET MODIFICATION  
(Ratify)**

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## Deloris Johnson

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**From:** FNPH <FNPH@Earthlink.Net>  
**Sent:** Monday, December 19, 2016 2:48 PM  
**To:** Deloris Johnson; Cheryl Burnham  
**Cc:** Yaritza Diaz  
**Subject:** mandated budget modification

Hello Delores & Cheryl,

Following several discussions with DOL concerning their mandated budget modification, we received a rather painful conclusion. We are required to shift a substantial portion of our temporary housing funds to our permanent housing program, in order to help DOL comply with a Congressional requirement on the total program appropriation. We are forced to reduce your contract amount from \$48,400 (\$44,000 direct payments and \$4,400 admin) to a total amount of \$26,400 (\$24,000 direct payments and \$2,400 admin). Based on the year-to-date figures you recently reported to us \$17,629, that leaves a balance of only \$8,771.

We need you to send us a revised line item budget for the new amounts as soon as possible. In spite of this unpleasant news, please enjoy the holidays.

Thank you,  
Selvin McGahee,  
Executive Director



Florida Non Profit Housing, Inc.  
P.O. Box 1987/ 3909 Kenilworth Blvd.  
Sebring, FL 33871-1987  
(863) 385-2519 Telephone  
(863) 385-1643 Fax  
[www.fnph.org](http://www.fnph.org) [fnph@earthlink.net](mailto:fnph@earthlink.net)

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The Agricultural & Labor Program, Inc.

Budget Worksheet - 2016-2017 Grant

Date: 12-30-16

Modified: 12/19/2016

Grant: Florida Non-Profit Housing (FNPH) Grant Period: 06/01/16 - 06/30/17

Element: Total Budget Element Number: 366017

GL Code	Description	Current Budget	Increase	Decrease	Amended Budget
55200	Parent Activities				\$ -
55300	Field Trips				\$ -
55400	Subcontractor Expense				\$ -
55410	Sub Recipient Direct Services				\$ -
55420	Sub Recipient Other Services				\$ -
55500	Building Maintenance & Supplies				\$ -
55600	Vehicle Operation and Maintenance				\$ -
55700	Bldg Renovation Leasehold Improvements				\$ -
55800	Equipment Purchase				\$ -
55810	Equipment <\$5,000				\$ -
55900	Equipment <1000				\$ -
56400	Interest Expense				\$ -
56500	Other Expense				\$ -
56600	In-Kind Expense				\$ -
56610	In-Kind Volunteer Expense				\$ -
56800	Depreciation - Building				\$ -
56810	Depreciation - Furniture				\$ -
56820	Depreciation - Equipment				\$ -
57800	Work Experience				\$ -
57810	Emergency Assistance	\$ 44,000.00		\$20,000.00	\$ 24,000.00
57820	Other Expense				\$ -
58000	Liheap Leveraging				\$ -
58010	Home Energy Assistance				\$ -
58020	Crisis Energy Assistance				\$ -
58030	Weather Related Crisis				\$ -
58100	Equipment Maintenance				\$ -
58200	Leases/Rent - Equipment				\$ -
58300	Leases/ Rent Vehicles				\$ -
59700	Indirect Costs	\$ 413.00		\$ 149.00	\$ 264.00
	<b>Totals</b>	\$ 48,400.00	\$ -	\$ 22,000.00	\$ 26,400.00

The Agricultural & Labor Program, Inc.

Budget Worksheet - 2016-2017 Grant

Date: 12-30-16

Modified:

12/19/2016

Grant: Florida Non-Profit Housing (FNPH) Grant Period: 06/01/16 - 06/30/17

Element: Total Budget Element Number: 366017

GL Code Description Current Budget Increase Decrease Amended Budget

Revenue

GL Code	Description	Current Budget	Increase	Decrease	Amended Budget
					\$ -
					\$ -
					\$ -
					\$ -
	<b>Totals</b>	\$ -	\$ -	\$ -	\$ -

Expenses

50000	Salaries	\$ 2,500.00		\$ 900.00	\$ 1,600.00
50500	Fringe benefits	\$ 625.00		\$ 225.00	\$ 400.00
52000	Direct Workers Comp	\$ 57.00		\$ 18.44	\$ 38.56
52100	Professional Services			\$ -	\$ -
52300	Local In-State Travel	\$ 805.00		\$ 707.56	\$ 97.44
52400	Out of State Travel				\$ -
52500	Board Expenses				\$ -
52600	Advisory Council Expenses				\$ -
52700	Employee & Board Relations				\$ -
52800	Community Relations				\$ -
52900	Printing				\$ -
53000	Office Supplies				\$ -
53100	Program Supplies				\$ -
53200	Non-food Supplies				\$ -
53300	Food Costs				\$ -
53400	Lease/Rent - Facilities				\$ -
53500	Utilities				\$ -
53600	Telephone				\$ -
53700	Data Communications				\$ -
53800	Postage				\$ -
53900	Dues & Subscriptions				\$ -
54000	Insurance - Automobile				\$ -
54010	Insurance - Liability				\$ -
54020	Insurance - Property/Building/ Contents				\$ -
54030	Insurance - Child Accident				\$ -
54040	Insurance - Bonding				\$ -
54600	Licenses and Fees				\$ -
54700	Advertising				\$ -
55000	In-Service Training				\$ -
55100	Registration Fees				\$ -

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**CSC SUMMER YOUTH PROGRAM  
EXPANSION GRANT**

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# 2017 Summer Learning Program Proposal

## OVERVIEW

*The mission of the Children's Services Council of St. Lucie County is to improve the quality of life for all children in St. Lucie County.* In order to achieve its mission, Children's Services Council will advocate for children by developing resources and planning, coordinating and funding services for children in a fiscally responsible manner with family, community, government and service providers.

## PURPOSE

Summer learning programs have the potential to help children and youth improve their academic performance. This is especially true of children from low-income families who might not otherwise have access to educational resources throughout the summer months and for low-achieving students who require additional time to master academic material. While the research indicates that learning loss varies by grade level and student characteristics, the average loss equates to approximately one month of instruction and this loss may be cumulative over time.

Because many children lose learning over the summer and some children need more time to master content, participation in summer learning programs should mitigate learning loss and have the potential to produce achievement gains.

Listed below are characteristics of effective summer learning programs. The Children's Services Council of St. Lucie County will give priority to those programs which demonstrate ability to implement these standards:

- Smaller child ratios – at most 20 children per staff member
- Differentiated Instruction – individualized instruction and support for children yield positive outcomes
- High-Quality Instruction – integrate certified teachers into program or provide professional development and coaching for existing staff to improve instruction in summer learning programs
- Blend academic learning with engaging activities – provide children with opportunities for experiential learning, community service, and skill building.
- Comprehensive Programming – provide children with engaging and enriching learning opportunities that help all children learn new material and revisit previously learned material
- Encouraging & Supporting High Attendance Rates – maximize attendance by addressing key factors impacting attendance: transportation, full day of programming, engaging activities blended with academic content
- Appropriate Duration of Program- the longer children engage during the summer, the more likely they are to have positive achievement outcomes the next year. (Minimum 8 weeks: 5 days/week, 8 hours/day)

- Parental Involvement – increased buy-in from parents leads to increased attendance and greater incorporation of learning strategies into the home
- Effective Evaluations – ensures programs continuously and successfully integrate key elements of effective summer programs and can be important tool Boards can use in developing quality summer learning programs.

For programs working with elementary school-aged populations, literacy instruction is recommended as part of learning components. For those programs working with teenagers, in addition to learning components, career exploration and/or job readiness skills are encouraged.

The Summer Learning Program Proposal will follow the timetable below:

Timeline:

December 16, 2016.....	Release of Request for Proposals
January 13, 2017.....	Bidders' Conference for interested agencies
February 17, 2017.....	Proposal deadline by Noon
March 9, 2017.....	Funding Recommendations and Council Funding Decision
April 2017.....	Contracts and Budgets for Approved Proposals

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**LIHEAP BUDGET MODIFICATION  
(Ratify)**

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## Deloris Johnson

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**From:** Lynn, Ron <Ron.Lynn@deo.myflorida.com>  
**Sent:** Wednesday, December 14, 2016 11:18 AM  
**To:** Deloris Johnson; Cheryl Burnham  
**Cc:** Durbin, Gerald  
**Subject:** IMPORTANT: FY 2016 LIHEAP Modification Package  
**Attachments:** FY2016\_LIHEAP\_Mid\_Year\_Mod.pdf; FY2016\_LIHEAP\_Budget-Instructions\_Forms.xlsx

The Department of Economic Opportunity (DEO) is accepting modifications to current FY 2016 Low-Income Home Energy Assistance Program (LIHEAP) agreements. This modification incorporates additional FY 2016 LIHEAP funding and de-obligated funds from FY 2015 LIHEAP agreements. The required attachments and modification template are attached. Please take this opportunity to review your current fiscal and program status and revise your budget and work plan in light of year-to-date fiscal expenditures and program accomplishments. Note that this modification also incorporates the weather-related release; all funds in the weather-related line item must be moved to either Home Energy or Crisis assistance in order to be expended.

Please read the instructions page carefully, noting the new submission process. Instructions are located with the budget forms in the attached Excel notebook. Completed modification forms should be submitted via email to [Ron.Lynn@deo.myflorida.com](mailto:Ron.Lynn@deo.myflorida.com) as soon as possible but no later than **Friday, January 13, 2017**.

For budgeting purposes, your agency-specific award is as follows:

Agency Name: Agricultural and Labor Program, Inc.  
Original Award Amount: \$4,258,448.00  
Carryover/Base Increase: \$116,380.00  
Final FY 2016 Award: \$4,374,828.00

If you have any questions, please contact your DEO grant manager.

Thank you.

Ron Lynn  
Government Analyst I



Florida Department of Economic Opportunity  
Division of Community Development/Bureau of Community Assistance  
Office: 850-717-8450  
[ron.lynn@deo.myflorida.com](mailto:ron.lynn@deo.myflorida.com)  
[www.floridajobs.org](http://www.floridajobs.org)



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**CSBG MODIFICATION  
(Ratify)**

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**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

CFDA Number: 93.569

Agreement Number: 17SB-0D-07-63-08-101

**FFY 2017 FEDERALLY FUNDED SUBGRANT AGREEMENT  
COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM**

THIS AGREEMENT is entered into between the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida, hereinafter referred to as "DEO," and The Agricultural and Labor Program, Inc., hereinafter referred to as "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Health and Human Services (HHS) administers the CSBG program at the Federal level, and distributes CSBG block grant funds to the States. The State of Florida has received these grant funds from HHS.

B. DEO is the CSBG grantee, Recipient, pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes. DEO is authorized to distribute CSBG funds to the Subrecipient so that Subrecipient may provide self-sufficiency and emergency services to eligible households.

C. Subrecipient is qualified and eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and Subrecipient agree to the following:

(1) SCOPE OF WORK

Subrecipient shall perform the work in accordance with Attachment A to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient and DEO shall be governed by all applicable State and Federal laws, rules and regulations, including, but not limited to, those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement period will begin on **October 1, 2016**, and will end on **March 31, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement.

(4) MODIFICATION OF AGREEMENT

(a) Either Party may request modification of the provisions of this Agreement.

(b) Modifications to this Agreement must be in writing, on DEO-approved forms, as applicable, and duly signed by the Parties.

(5) AUDITS AND RECORDS

(a) Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance". If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. § 31.2.

(b) Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise. Subrecipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:

(i) If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records must be retained until all litigation and claims involving the Records have been resolved.

(ii) Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents (\$5,000.00) or more at the time it is acquired must be retained for five years after final disposition.

(iii) Records relating to real property acquired must be retained for five years after the closing on the transfer of title.

(iv) Any additional Federal requirements, particularly those identified in Attachment A of this Agreement.

(c) Subrecipient shall maintain all records for all subcontractors to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachment J to this Agreement as well as all other applicable laws and regulations.

(d) Subrecipient shall give access to any of Subrecipient's records to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.

(e) Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.

(f) Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(g) Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(h) If Subrecipient's expenditures of State financial assistance and Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with section 215.97, F.S. and the threshold amount identified therein, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.

(i) Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.

(j) Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.

(k) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (5)(h) above.

(l) If an audit, monitoring visit, or other documentation or verifiable information shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this

Agreement or applicable regulations, Subrecipient shall be held liable for reimbursement to DEO. Such reimbursement shall be sent to DEO, by Subrecipient, within thirty calendar days after DEO has notified Subrecipient of such non-compliance.

(m) Within sixty calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit-2, Audit Compliance Certification, of this Agreement) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Subrecipient.

(n) Subrecipient shall

(i) maintain all funds provided under this Agreement in a separate bank account; or

(ii) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein above, in subparagraph (5)(l).

**(6) INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS**

(a) In addition to Subrecipients' responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO 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 by chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to

requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the contract, the Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to DEO

under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall 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 Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO.

Subrecipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO."

(7) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:

(i) Utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and,

(ii) Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

(c) If Subrecipient does not have an E-Verify MOU in effect, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all required reports as set forth in Attachment C to this Agreement.

(a) If all required reports and copies are not sent to DEO, or are not completed in a manner acceptable to DEO, DEO may withhold further payments until such reports are completed or DEO may take other action as stated in Paragraph (12) of this Agreement. "Acceptable to DEO," means that the reports were completed in accordance with the Attachments of this Agreement.

(b) Subrecipient shall provide additional program updates, reports, and information as may be required by DEO.

(9) MONITORING

(a) Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement.



(b) In addition to reviews of audits conducted in accordance with Paragraph (5) above, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.

(c) Subrecipient, and all subcontractors, shall comply with the most recent CSBG Program Monitoring Field Manual provided by DEO, and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event that DEO determines that a limited scope review of Subrecipient is appropriate, Subrecipient shall comply with any additional instructions provided by DEO regarding such review.

(d) Subrecipient shall comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General.

(e) DEO will monitor the performance and financial management by Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

**(10) INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS**

(a) Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however, that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(b) For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the

Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(11) DEFAULT

If any of the following events occur ("Events of Default"), DEO shall have the right to terminate further payment of funds under this Agreement, and DEO may exercise any of its remedies set forth in Paragraph (12) of this Agreement. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within thirty calendar days from the date written notice is sent by DEO;

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete, or insufficient information; or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(12) REMEDIES

If an Event of Default occurs and DEO provides written notice to Subrecipient, DEO may exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, if Subrecipient has not cured the default within thirty calendar days of receipt of written notice of an Event of Default;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all, or any part of, a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

(i) Request additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

(ii) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(iii) Advise Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

(iv) Require Subrecipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible; and

(e) Exercise any other rights or remedies which may be otherwise available under law.

Pursuing any of the above remedies will not limit any of DEO's other remedies, either in this Agreement, or provided at law or in equity. If DEO waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

### (13) TERMINATION

(a) DEO may terminate this Agreement for cause with three calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (11) of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, failure to cure an Event of Default within thirty calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.

(b) DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds, by providing Subrecipient with thirty calendar days written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete

the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges.

(c) The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) If DEO issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

**(14) NOTICE AND CONTACT**

(a) All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Grant Manager and delivered by standard mail or electronic mail using the contact information provided in Subparagraph 14(b) below.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Gerald Durbin, Grant Manager  
Department of Economic Opportunity  
Division of Community Development  
Bureau of Community Assistance  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120  
Email: gerald.durbin@deo.myflorida.com  
Phone: 850-717-8458

(c) The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment I of this Agreement.

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Subparagraph (14)(a), above.

(15) SUBCONTRACTS

(a) Subrecipient shall not subcontract any of the work required under this Agreement prior to receiving DEO's confirmation that the proposed subcontract imposes the following requirements on subcontractor:

(i) Subcontractor is bound by the terms of this Agreement, and each subcontract shall specifically include the requirements set forth in Paragraph (5) of this Agreement.

(ii) Subcontractor is bound by all applicable State and Federal laws and regulations;

(iii) Subcontractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed by law; and

(iv) Subcontractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

(b) For each subcontract, Subrecipient shall provide a written statement to DEO as to whether that subcontractor is a certified minority business, as defined in section 287.0943, F.S.

(c) In addition, prior to entering into a contract with any subcontractor to be paid with funds under this Agreement, Subrecipient shall submit to DEO the completed Attachment G to this Agreement.

(16) ENTIRETY AND INTEGRATION

This Agreement and the Attachments and Exhibits attached hereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces any and all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

(17) ATTACHMENTS AND EXHIBITS

(a) All attachments and exhibits to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments and exhibits:

Exhibit 1 – Audit Requirements

Exhibit 1-A – Funding Sources

- Exhibit 2 – Audit Compliance Certification
- Attachment A – Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Reports
- Attachment D – Property Management and Procurement
- Attachment E – Statement of Assurances
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Trafficking Victims Protection Act of 2000
- Attachment I – Subrecipient Information
- Attachment J – Budget Summary
- Attachment K – Justification of Advance

(18) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement agreement. DEO awards Subrecipient *One Million Six Hundred Sixty-Five Thousand Three Hundred Ninety-One Dollars and Sixty-Nine Cents (\$1,665,391.69)*, in addition to the previously awarded, expended and reimbursed amount of *One Hundred Seven Thousand Four Hundred Ninety-One Dollars and Thirty-One Cents (\$107,491.31)* under Subrecipient's FY 2017 Bridge Funding Subgrant Agreement, for a total project award of *One Million Seven Hundred Seventy-Two Thousand Eight Hundred Eighty-Three Dollars and Zero Cents (\$1,772,883.00)*, subject to the terms and conditions of this Agreement, availability of funds and appropriate budget authority; however, Subrecipient may incur costs and submit for reimbursement in an amount not to exceed *Five Hundred Eighteen Thousand Three Hundred Thirty-Six Dollars and Sixty-Nine Cents (\$518,336.69)*, until notified in writing by DEO to Subrecipient's contact person identified in Attachment I. Upon receipt of such notification, Subrecipient may incur costs and submit for reimbursement up to the amount set forth in the notification, subject to the terms of this Agreement. These notices may contain more specific instructions regarding the expenditure of funds and additional terms and conditions tied to the specific award.

(b) Subrecipient is subject to the following forms, as submitted to and approved by DEO: CSBG Program Budget Detail, CSBG Subcontractor Information and Budget Summary, CSBG Secondary Administrative Expenses, and the CSBG Annual Workplan. These forms must be completed prior to the execution of this Agreement and must be in keeping with Attachment J and the other provisions of this Agreement. Any changes to these forms are only valid upon review and written approval by the DEO Grant

Manager identified in Paragraph (14), and must be approved at least thirty (30) calendar days prior to implementation. Requested changes to these forms must be submitted in writing to DEO on DEO-approved forms.

(c) Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced may not exceed the expected cash needs of Subrecipient within the first three months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(d) Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.

(e) After any initial advance, payments will be made on a cost-reimbursement basis.

(f) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the State Chief Financial Officer, or under Subparagraph (20)(f) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and Subrecipient shall submit its closeout report within thirty calendar days of receiving notice from DEO.

(g) Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(h) Subrecipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Subrecipient.

(i) Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its subcontractors are entitled under the terms and conditions of this Agreement.

**(19) REPAYMENTS**

(a) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Division of Community Development  
Bureau of Community Assistance  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(b) If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

(20) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes may, at the option of DEO, and within thirty calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of DEO from all its obligations under this Agreement.

(b) This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (11), Default, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.



(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, *et seq.*), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

(g) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(h) Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.

(i) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall be returned to DEO.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(k) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. § 8302, unless it would not be in the public interest or unreasonable in cost.

(l) DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly:

(i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or

(ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of DEO's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of:

1. five years after the expiration of this Agreement; or
2. the period required by the General Records Schedules maintained by the Florida Department of State available at: [https://dhis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](https://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).

(m) Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.

(n) Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

(o) Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

(p) Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" must appear in the same size letters or type as the name of the organization.

(q) Mandatory Disclosure Requirements:

(i) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.

(ii) Convicted Vendors: Subrecipient shall disclose to DEO if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime is prohibited from doing any of the activities listed in Subparagraph (20)(n) above for a period of 36 months from the date of being placed on the Convicted Vendor List.

(iii) Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents (\$1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

1. Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.

2. If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents (\$2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

3. In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(iv) Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

(r) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

**(21) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING**

(a) Federal grant funds provided under this Agreement may not be used by any Subrecipient or Subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).

(b) Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(c) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

(d) Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (21)(b) above and the content of Subparagraph (21)(c) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who makes an expenditure prohibited by Subparagraph (21)(b) or fails to file or amend the declaration required by Subparagraph (21)(c) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents (\$10,000.00) and not more than one hundred thousand dollars and zero cents (\$100,000.00) for each such expenditure and such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

Any, and all, patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of this Agreement.

(23) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(b) Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each subcontractor) in a written statement to DEO's Grant Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

(24) ASSURANCES

Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E.

(25) PURCHASING

(a) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

(b) Products Available from the Blind or Other Handicapped (RESPECT): In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

(c) Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

(26) SEVERABILITY


If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

**SUBRECIPIENT**

The Agricultural and Labor Program, Inc.  
(Legal Name of Subrecipient)

By:   
(Signature)

Deloris Johnson, CEO  
(Print/Type Name and Title Here)

Date: 12-21-16

59-1634148  
Federal Identification Number

040210163  
DUNS Number

17SB-OD-07-63-08-101  
Agreement Number

**STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: \_\_\_\_\_

Taylor Teepell, Director  
Division of Community Development

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency, subject only to full and  
proper execution by the Parties.

Office of the General Counsel  
Department of Economic Opportunity

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_



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**CSBG PERFORMANCE STANDARDS UPDATE**

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**COMMUNITY SERVICES BLOCK GRANT  
ORGANIZATIONAL STANDARDS ASSESSMENT FORM  
FFY 2017**

**PART I - AGENCY INFORMATION**

AGENCY: The Agricultural and Labor Program, Inc.  
 DATE: 12/7/2016

**PART II - OS CHECKLIST**

Standard Number	Standard	Met	Not Met	1 <sup>st</sup> Year/ Repeat	Corrective Action Taken	Cure Date	T&TA
<b>MAXIMUM FEASIBLE PARTICIPATION – Category 1: Consumer Input and Involvement</b>							
1.1	The organization demonstrates low-income individuals' participation in its activities.	X			Previously we had submitted our C N A report and on standard 1.2 minimum required documentation: Community Needs Assessment document, which we had provided and at least one of the following: Backup documentation/data summaries, interview transcripts, and client/customer surveys. ALPH meet at least one of those option and that is "data summaries" which are reported in the executive summary of the published C N A report. Starting on page 4 through page 8. Including pages 4-8 of the C N A.	1/5/2017	Currently does not contain all of the minimum documentation
1.2	The organization analyzes information collected directly from low-income individuals as part of the community assessment.		X				
1.3	The organization has a systematic approach for collecting, analyzing, and reporting customer satisfaction data to the governing board.	X					
<b>MAXIMUM FEASIBLE PARTICIPATION – Category 2: Community Engagement</b>							
2.1	The organization has documented or demonstrated partnerships across the community, for specifically identified purposes; partnerships include other anti-poverty organizations in the area.	X					
2.2	The organization utilizes information gathered from key sectors of the community in assessing needs and resources, during the community assessment process or other times. These sectors would include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.	X					
2.3	The organization communicates its activities and its results to the community.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum documentation.

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Field Guide Assessment Form

Standard Number	Standard	Met	Not Met	1 <sup>st</sup> Year/ Repeat	Corrective Action Taken	Cure Date	T&TA
2.4	The organization documents the number of volunteers and hours mobilized in support of its activities.	X					

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Field Guide Assessment Form

Standard Number	Standard	Met	Not Met	1 <sup>st</sup> Year/Repeat	Corrective Action Taken	Cure Date	T&TA
<b>MAXIMUM FEASIBLE PARTICIPATION – Category 3: Community Assessment</b>							
3.1	The organization conducted a community assessment and issued a report within the past 3 years.	X					
3.2	As part of the community assessment, the organization collects and includes current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for their service area(s).	X					
3.3	The organization collects and analyzes both qualitative and quantitative data on its geographic service area(s) in the community assessment.	X					
3.4	The community assessment includes key findings on the causes and conditions of poverty and the needs of the communities assessed.	X					
3.5	The governing board formally accepts the completed community assessment.	X					
<b>VISION AND DIRECTION – Category 4: Organizational Leadership</b>							
4.1	The governing board has reviewed the organization's mission statement within the past 5 years and assured that: 1. The mission addresses poverty, and 2. The organization's programs and services are in alignment with the mission.	X					
4.2	The organization's Community Action plan is outcome-based, anti-poverty focused, and ties directly to the community assessment.	X					
4.3	The organization's Community Action plan and strategic plan document the continuous use of the full ROMA cycle. In addition, the organization documents having used the services of a ROMA-certified trainer (or equivalent) to assist in implementation.	X					
4.4	The governing board receives an annual update on the success of specific strategies included in the Community Action plan.	X					
4.5	The organization has a written succession plan in place for the CEO/ executive director, approved by the governing board, which contains procedures for covering an emergency/ unplanned, short-term absence of 3 months or less, as well as outlines the process for filling a permanent vacancy.	X					
4.6	An organization-wide, comprehensive risk assessment has been completed within the past 2 years and reported to the governing board.	X					

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Standard Number	Standard	Met	Not Met	1 <sup>st</sup> Year/Repeat	Corrective Action Taken	Cure Date	T&TA
<b>VISION AND DIRECTION – Category 5: Board Governance</b>							
5.1	The organization's governing board is structured in compliance with the CSBG Act. 1. At least one third democratically-selected representatives of the low income community; 2. With one-third local elected officials (or their representatives); and 3. The remaining membership from major groups and interests in the community.	X					
5.2	The organization's governing board has written procedures that document a democratic selection process for low-income board members adequate to assure that they are representative of the low-income community.	X					
5.3	The organization's bylaws have been reviewed by an attorney within the past 5 years.	X					
5.4	The organization documents that each governing board member has received a copy of the bylaws within the past 2 years.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
5.5	The organization's governing board meets in accordance with the frequency and quorum requirements and fills board vacancies as set out in its bylaws.	X					
5.6	Each governing board member has signed a conflict of interest policy within the past 2 years.	X					
5.7	The organization has a process to provide a structured orientation for governing board members within 6 months of being seated.	X					
5.8	Governing board members have been provided with training on their duties and responsibilities within the past 2 years.	X					
5.9	The organization's governing board receives programmatic reports at each regular board meeting.	X					
<b>VISION AND DIRECTION – Category 6: Strategic Planning</b>							
6.1	The organization has an agency-wide strategic plan in place that has been approved by the governing board within the past 5 years.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
6.2	The approved strategic plan addresses reduction of poverty, revitalization of low-income communities, and/or empowerment of people with low incomes to become more self-sufficient.	X					
6.3	The approved strategic plan contains family, agency, and/or community goals.	X					
6.4	Customer satisfaction data and customer input, collected as part of the community assessment, is included in the strategic planning process.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
6.5	The governing board has received an update(s) on progress meeting the goals of the strategic plan within the past 12 months.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
<b>OPERATIONS AND ACCOUNTABILITY – Category 7: Human Resource Management</b>							
7.1	The organization has written personnel policies that have been reviewed by an attorney and approved by the governing board within the past 5 years.	X					

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Standard Number	Standard	Met	Not Met	1 <sup>st</sup> Year/Repeat	Corrective Action Taken	Cure Date	T&TA
7.2	The organization makes available the employee handbook for personnel policies in cases without a handbook) to all staff and notifies staff of any changes.	X			Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
7.3	The organization has written job descriptions for all positions, which have been updated within the past 5 years.	X			Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
7.4	The governing board conducts a performance appraisal of the CEO/ executive director within each calendar year.	X			Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
7.5	The governing board reviews and approves CEO/executive director compensation within every calendar year.	X					
7.6	The organization has a policy in place for regular written evaluation of employees by their supervisors.	X					
7.7	The organization has a whistleblower policy that has been approved by the governing board.	X					
7.8	All staff participate in a new employee orientation within 60 days of hire.	X					
7.9	The organization conducts or makes available staff development/ training (including ROMA) on an ongoing basis.	X					
<b>OPERATIONS AND ACCOUNTABILITY – Category 8: Financial Operations and Oversight</b>							
8.1	The organization's annual audit (or audited financial statements) is completed by a Certified Public Accountant on time in accordance with Title 2 of the Code of Federal Regulations, Uniform Administrative Requirements, Cost Principles, and Audit Requirement (if applicable) and/or State audit threshold requirements.	X					
8.2	All findings from the prior year's annual audit have been assessed by the organization and addressed where the governing board has deemed it appropriate.	X					
8.3	The organization's auditor presents the audit to the governing board.	X					
8.4	The governing board formally receives and accepts the audit.	X					
8.5	The organization has solicited bids for its audit within the past 5 years.	X					
8.6	The IRS Form 990 is completed annually and made available to the governing board for review.		X		The IRS Form 990 that have been submitted is our most recent Form 990.	1/5/2017	Currently does not contain all of the minimum required documentation.
8.7	The governing board receives financial reports at each regular meeting that include the following: 1. Organization-wide report on revenue and expenditures that compares budget to actual, categorized by program; and 2. Balance sheet/statement of financial position.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
8.8	All required filings and payments related to payroll withholdings are completed on time.	X					

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Standard Number	Standard	Met	Not Met	1 <sup>st</sup> Year/Repeat	Corrective Action Taken	Cure Date	T&TA
8.9	The governing board annually approves an organization-wide budget.	X					
8.10	The fiscal policies have been reviewed by staff within the past 2 years, updated as necessary, with changes approved by the governing board.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
8.11	A written procurement policy is in place and has been reviewed by the governing board within the past 5 years.		X		Additional documentation has been submitted	1/5/2017	Currently does not contain all of the minimum required documentation.
8.12	The organization documents how it allocates shared costs through an indirect cost rate or through a written cost allocation plan.	X					

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Field Guide Assessment Form

Standard Number	Standard	Met	Not Met	1 <sup>st</sup> Year/ Repeat	Corrective Action Taken	Cure Date	T&TA
8.13	The organization has a written policy in place for record retention and destruction.	X					
<b>OPERATIONS AND ACCOUNTABILITY – Category 9: Data and Analysis</b>							
9.1	The organization has a system or systems in place to track and report client demographics and services customers receive.	X					
9.2	The organization has a system or systems in place to track family, agency, and/or community outcomes.	X					
9.3	The organization has presented to the governing board for review or action, at least within the past 12 months, an analysis of the agency's outcomes and any operational or strategic program adjustments and improvements identified as necessary.	X					
9.4	The organization submits its annual CSBG Information Survey data report and it reflects client demographics and organization-wide outcomes.	X					



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**2016 BOARD ANNUAL REPORTS**

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## Bylaws Committee 2016 Annual Report

Members: Lester Roberts (Chair)  
Katie Clarke  
Gena Spivey

Staff Liaison: PaHoua Lee-Yang

CEO: Deloris Johnson  
Board Chair: William Holt

Bylaws Committee met once in 2016. All three (3) members were in attendances for the meeting during the reported meeting. Meeting was held on Friday September 23, 2016 at the Corporate Office on Lynchburg Rd in Lake Alfred, Florida. All members were presented.

The committee reviewed the following area:

- Reviewed Tripartite Board Membership and Meeting Attendance
- Reviewed HS/EHS Policy Council election procedures/results
- Reviewed 2016 Regional Advisory Councils' Roster (See Tab 5)

Brief Summaries:

- Reviews were conducted with regards to Board Membership and Attendance; HS/EHS Policy Council Election Procedure/Results; and, Regional Advisory Councils' Roster
  
- FYI to the board, Northern Region and ATEC Advisory Councils had merged their meetings together on August 15, 2016 in DeLand, FL; and both the councils will continue to meet together next month at the Annual Meeting on Oct. 29, 2016 in DeLand, FL.

Committee recommendation for Board Action to motion and move in the area reported above;

Move that the Board take the following action:

- Approve Tripartite Board Membership and Meeting Attendance
- Approve to send a letter to Ms. Annessa Chilous for missing 3 consecutive board meetings
- Approve HS/EHS Policy Council election procedures/results
- Certify 2016 Regional Advisory Council's Roster

## **BUDGET & FINANCE COMMITTEE ANNUAL REPORT 2016**

Members: Marjorie Gaskin, Chair                      Josephine Howard  
                 Lester Roberts                                      Vernon McQueen  
                 David Walker    Stacy Campbell-Domineck

Staff Liaison: Dennis Gniewek

CEO: Deloris Johnson

Board Chair: William Holt

Maintained a Clean Audit Opinion and a "Low-Risk" Auditee Designation

Approved request to secure adequate funding to fund ALPI's 2015-2016 agency wide budget of \$17,371,565 of which 93% was earmarked to address the needs of children and families facing social and economic challenges.

Secured new Head Start/Early Head Start funding to realize a salary increase for all eligible employees.

Maintain adequate funding to maintain compliance with the Affordable Health Care Act Compliance/Options.

Maintained adequate funding to fund Full-time and part-time employment opportunities for 208 employees in Highlands, Polk, St. Lucie, and Volusia Counties.

Reviewed financial reports with management to maintain a positive bottom line and to ensure ongoing regulatory compliance and effective financial resource development management.

Finance had no findings in the following reviews:

- DOE 5/26/16
- EHEAP 2/15/16
- Worker's Compensation 3/1/16

## ***2016 Government Affairs Committee Annual Report***

Josephine Howard, Chairperson

Members: Glenda Jones, Vice Chairperson

Constance Griffin

Patricia Gamble

Chester McNorton

Kim Johnson

Staff Liaison: Christine Samuel

The Governance Affairs Committee 2016 action plan was approved by the Board of Directors

The 2016 accomplishments are:

- Reviewed the Agency Legislative Agenda for 2015/2016 and updated the plan for – 2016/2017
- Josephine Howard, Glenda Jones, Constance Griffin attended Political Forum in their Regions
- NCAF Legislative Conference Update – Josephine attended NCAF Legislative Conference in March 2016
- Attended Legislative Day in Tallahassee FL, bus trip January 21 2016 for Children Day in Tallahassee. The event was attended by staff, central, eastern, northern, southern and was educational for all
- Voting Initiative May through June – Elderly Care voting initiative vote by mail, Absentee Ballot vote by mail. Central Region Advisory assisted with Voter Registration in Bartow on June 15, 2016.
- Inform all Region Advisory, Policy Council of local, state and federal issues affecting ALPI ongoing.
- Reviewed the Non Profit vote/Being nonpartisan-guidelines for 501(c) (3) nonprofits presented by Attorney Thiele. The Board has already approved the document
- Check with Region Advisory Council for Proclamation received for Community Action Month. Requested that the proclamation requested be mailed to the commissioners in each region by the April 1 of each year in order to receive them by May 1<sup>st</sup> of each year

## 2016 Membership Committee Annual Report

### **MEMBERS**

Patricia Gamble, Chairperson  
LaVita Holmes  
Glenda Jones  
Annie Robinson  
Terry Wellington

**Staff Liaison:** Cheryl Burnham

**Board Chairperson:** William Holt

**Chief Executive Officer:** Deloris Johnson

Issues presented to the committee for review and appropriate action including Board of Directors approval for consideration, including the following:

- Certified Corporate Applications for: Eastern Region (7), Northern Region (3) and Central Region (59).
- Distributed Membership Campaign Packets to all Regional Advisory Council Chairpersons.
- Certified Advisory Council Committee Membership Recruitment Plan.
- Certified Head Start/EHS Policy Council Membership Recruitment Plan.
- Certified Advisory Councils Meeting Timelines.
- Certified Head Start/ EHS Meeting Timelines.
- Certified Corporate Membership Rosters for Advisory Councils' Annual Elections.
- Certified '2016' Regional Advisory Councils Membership Rosters.

The Agricultural and Labor Program, Inc.  
2016 PROGRAM PLANNING COMMITTEE  
**ANNUAL REPORT**

**Members:**

Vernon McQueen, Chairperson  
Katie Clarke, Member  
Dorothy Curry, Member  
Patricia Brown, Member  
Chester McNorton, Member

**Staff Liaison:** Al Miller; Myrna Rodriguez; and, Aletta Stroder

**Board Chairperson:** William Holt

**Chief Executive Officer:** Deloris Johnson

The Committee reviewed and recommended Board approval of the following action items, including authorizing the Chief Executive Officer to execute, on behalf of the Board of Directors, any agreements or documents that may be required:

- Ratify and/or approval of the 2016-2017 Refunding and new funding applications
- Review of internal and external monitoring reports to insure ongoing compliance with funding source regulations and requirements
- Completion Frostproof Center Health and Safety Renovation Project in order to serve more pre-school age children.
- CSC approval to relocate the CAT Program in order to serve more afterschool eligible children.
- Florida Attorney General Chase Settlement Funding Opportunity in the amount of \$59,000 to enhance family self-sufficiency opportunities in ALPI CSBG Service Areas.
- Approval of LIHEAP Mid - Year Budget Mod to expand services in specified target areas.
- Approval of the Summer Feeding program application for St. Lucie Co. CAT program
- Submission of EHS-CC Partnership and EHS Expansion Grant Application to increase services in St. Lucie County.
- Approval FLORIDA DEPARTMENT OF EDUCATION PROJECT AMENDMENT offer to increase current DOE funding level by \$4,000.00 to increase farmworker emergency services.
- Approval of Emergency Solutions Grant (ESG) partnership grant opportunity with DCF to expand services in ALPI CSBG designated service areas.
- CSC Summer Expansion application to expand CAT Program services in St. Lucie County.

**SPECIAL EVENTS COMMITTEE  
ANNUAL REPORT 2016**

**Members:** Marva Hawkins, Chair Dorothy Curry  
Patricia Gamble, Co-Chair Kimberly Ross  
Annie Roberson Ruby Willix  
Chester McNorton Glenda Jones

**Staff Liaison:** Elizabeth Young

**CEO:** Deloris Johnson

**Board Chair:** William Holt

The Board Special Events Committee presented an annual calendar of events to the Board of Directors for approval. The calendar of events was approved. During the year the Special Events Committee facilitated the approved calendar plans to ensure that the calendar of events was carried out. The plan included the Annual Corporate Meeting Program agenda, Board of Directors and Head Start / Early Head Start Policy Council Orientation, Annual Family Fund Day Picnic, Selection of individuals to receive Recognition awards and the Board of Directors Planning Retreat.

The event carried a time line designation as follows:

January 23, 2016; The Annual Corporate Meeting was held. Lucas Boyce was the keynote speaker. Recognition Awards were presented for outstanding Community Services, Corporate Support and Robert Bryant Jr. Award to a Board Member for outstanding services as a Board Member during the past year. The Chairperson of the Board of Directors recognizes a staff person with the Chairperson's Award for outstanding service.

February 27, 2016; The Board of Directors and the Head Start/Early Head Start Policy Council Orientation training was held. The focus of the training was on Program Governance.

June 25, 2016; The agency engaged in the Family Fun Day Picnic. This activity focus on bring the community, families , staff and the governing body together to celebrate accomplishments and community support during the past year.

September 24, 2016; Special Events Committee recommendation from Regional Advisory Councils for individuals from the community to be considered for the agency's Community Services Award. The information is reviewed by the Special Events Committee according to the Board's requirements and forwarded to the Board of Directors for consideration and approval. The recommendations for Community Service Award were approved during the Board of Directors' Meeting in September. This award is given at the Board of Director's Annual Corporate Meeting in January of each year.

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**2017 CORPORATE ANNUAL  
MEETING & LUNCHEON  
AGENDA**

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# The Agricultural and Labor Program, Inc.

## Annual Corporate Meeting Luncheon and Board Installation

Theme: "Embracing Changes ... Empowering People"

### MISTRESS OF CEREMONIES

LaVita Holmes  
Clewiston, FL  
*ALPI Board Member*

National Anthem.....	Jazmin Ghent, Mulberry, FL
Welcome and Occasion.....	Stacy Campbell-Domineck, Lakeland, FL <i>ALPI Board Member</i>
Greetings.....	Commissioner Victoria Siplin, Orlando, FL <i>Orange County Board of County Commissioners, Orlando, FL</i>
Words of Inspiration .....	David Walker, Stuart, FL <i>ALPI Board Vice Chairperson</i>
Message from the Chairperson.....	William Holt, Vero Beach, FL <i>ALPI Board Chairperson</i>
Musical Selection .....	Jazmin Ghent, Mulberry, FL
Introduction of Keynote Speaker .....	Tychus Doe, Ft. Pierce, FL <i>ALPI Policy Council Member</i>
Keynote Speaker .....	Robert Lemon, Miami, FL <i>Motivational Speaker</i>
<b>LUNCH</b>	
Recognition of Guests .....	Chester McNorton, Daytona, FL <i>ALPI Board Member</i>
Musical Selection .....	Jazmin Ghent, Mulberry, FL
ALPI Board Leadership & Community Services Awards .....	Deloris Johnson, Lakeland, FL <i>ALPI Chief Executive Officer</i>
ALPI Board Governance Support & Leadership Awards.....	William Holt, Vero Beach, FL <i>ALPI Board Chairperson</i>
Program Participants' Acknowledgements .....	Marva Hawkins, Sanford, FL <i>Chairperson, ALPI Special Events Committee</i>
Board Installations .....	Jonathan Thiele, Esq., Lakeland, FL <i>ALPI Board's Legal Counselor</i> Law Office of Jonathan Thiele, Esq., President
Closing Remarks.....	William Holt, Vero Beach, FL <i>ALPI Board Chairperson</i>

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**SUCCESSION PLAN CONSULTANT  
AGREEMENT**

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# DRAFT

## PROPOSAL AND SERVICE AGREEMENT TO PROVIDE CONSULTING SERVICES

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THE AGRICULTURAL AND LABOR PROGRAM, INC.  
300 Lynchburg Road, Lake Alfred, Florida 33850-9000

January 4, 2017

Prepared by:

Ben Ramsey  
**GLM Management Consulting Group, LLC**  
Raleigh, NC

**Phone:** 919-847-8274

**Email:** [ben@glmconsultinggroup.com](mailto:ben@glmconsultinggroup.com)

## Proposal to Provide Consulting Services to ALPI, Inc.

January 4, 2017

**DRAFT**

### **I. DESCRIPTION OF SERVICES:**

GLM Management Consulting Group, LLC (Consultant) will provide consulting services to The Agricultural and Labor Program, Inc. (ALPI). Services will involve working with ALPI's Board, the Succession Planning Committee of the Board, and current CEO to develop and implement a formal process for recruiting and hiring a new CEO. The scope of work will consist of the following major tasks:

1. Updating/revising existing CEO's job description.
2. Developing recruitment criteria (i.e., job requirements) for the CEO position.
3. Developing a detailed recruitment plan for recruiting the new CEO to include detailed tasks and steps in the process and timelines.
4. Developing proposed salary range for the CEO position.
5. Preparing a six month contract for the outgoing CEO.
6. Preparing an employment contract for the new CEO.
7. Developing a temporary/emergency succession plan for the CEO's position to include detailed steps and accountabilities.

Key Deliverables from completing the project will include:

- An updated job description for the CEO's position.
- Job specification requirements that will be used to screen candidates for the CEO's position.
- A detailed recruitment plan that will be used to recruit and hire the new CEO.
- Starting salary range for the CEO's position.
- A six month employment contract for the outgoing CEO.
- An employment contract for the new CEO.
- A Temporary/emergency succession plan for the CEO's position.

# DRAFT

## II. Proposed “Summary” Project Work Plan and Schedule

Key Tasks/Activities	Jan	Feb	Mar	Apr
<p>1. <b>Project initiation and planning:</b> Consultant and CEO will hold a tele-conference call to get agreement on overall expectations and project outcomes, and address any questions or concerns related to the project.</p>	◆			
<p>2. <b>Prepare documents for Succession Planning Committee work sessions:</b> Consultant will conduct limited research to identify “best practices” which can assist with drafting documents that will be presented to the Succession Planning Committee for review and approval during the work sessions. Documents to be prepared will include, but not be limited to, CEO’s job description; recruitment criteria and job specifications for the CEO’s position; proposed recruitment plan; proposed salary range for CEO’s position; employment contracts for the outgoing and new CEO; and, a temporary/emergency succession plan for the CEO’s position.</p>	↑			
<p>3. <b>Facilitate Succession Planning Committee work sessions:</b> Consultant will meet with Succession Planning Committee to present proposed draft documents and recommendations. NOTE: Due to the amount of work that will need to be accomplished by the Committee by the April deadline, two work sessions will be scheduled.</p>		◆		
<p>4. <b>Complete post work from first Succession Planning Committee work session:</b> Consultant will revise draft documents by incorporating recommendations approved by the Committee during their work session. Conduct may conduct additional research if necessary. Consultant will prepare updated documents for the next Committee’s work session.</p>		↑		
<p>5. <b>Facilitate second Succession Planning Committee work session:</b> Consultant will facilitate a second work session with the Succession Planning Committee. The purpose of the session will be to have Committee complete any outstanding agenda items from the first work session and to present revised draft documents for the Committee’s review and approval.</p>			◆	
<p>6. <b>Meeting with ALPI’s Full Board:</b> Upon completing the work with the Succession Planning Committee, Consultant will prepare and present final documents and recommendations to the Board.</p>				↑

### **III. Project Cost:**

The costs are directly derived from estimating the number of hours needed to perform the work and the level of the consultant charged with performing the work. The cost is based on a 25% discount off the professional fees (i.e., 10% current customer discount and 15% in-kind). The price includes professional fee and out-of-pocket expenses for travel; but NOT the cost of hotel and any incidental expenses that may occur while performing work onsite. ALPI will be responsible for booking and paying hotel cost. Any incidental expenses that may occur include, but not limited to, printing, copying, faxing and mailing documents will be billed at cost. Also, price includes cost of preparing master copy of participants' handouts for all work sessions. ALPI will be responsible for making participants' copies.

<b>TOTAL COST ESTIMATE</b>	<b>Cost</b>
Professional Fees and Expenses:	\$ 12,415.00
Current Customer Discount:	\$ 1,115.00
In-kind:	\$ 1,670.00
<b>Billable Amount:</b>	<b>\$ 9,630.00</b>

**NOTE:** Should ALPI believe that any proposed task or activity is not required, we would be pleased to discuss how the cost of the project can be reduced.

**Agricultural and Labor Program, Inc.  
Services Agreement  
January 4, 2017**

DRAFT

GLM Management Consulting Group, LLC (Consultant) agrees to provide consulting services to The Agricultural and Labor Program, Inc. (ALPI), located 300 Lynchburg Road, Lake Alfred, Florida 33850-9000, in accordance with section I and II of the proposal and the following:

<b>Project Summary Description:</b>	GLM Management Consulting Group, LLC (Consultant) will provide consulting services to The Agricultural and Labor Program, Inc. (ALPI). Services will involve working with ALPI's Board, the Succession Planning Committee of the Board, and current CEO to develop and implement a formal process for recruiting and hiring a new CEO. Services will be performed in accordance with Section I and II of the proposal and the following:	
<b>Scope of Agreement:</b>	<p>I. GLM Consulting Group agrees to perform the services as described in Section I and II of this document to include the following:</p> <ul style="list-style-type: none"> <li>➤ Prepare documents as describe under Section I of the proposal.</li> <li>➤ Design the work sessions of the Board and Succession Planning Committee including all participants' handouts and related activities.</li> <li>➤ Submit original copies of handout material to ALPI by the established deadline.</li> <li>➤ Conducting work sessions of the Succession Planning Committee and Board.</li> <li>➤ Invoice ALPI for payment of services.</li> </ul> <p>II. ALPI agrees to:</p> <ul style="list-style-type: none"> <li>➤ Make appropriate copies of all handouts for the work sessions.</li> <li>➤ Arrange location for work sessions and provide audio/visual needs as appropriate.</li> <li>➤ Arrange and cover cost of hotel accommodations and any incidental expenses incurred while performing work onsite.</li> <li>➤ Pay GLM Consulting Group's invoice upon completion of the project in accordance with the proposal and this agreement.</li> </ul>	
	<p><b>Project cost: (Refer to section III of proposal for details)</b> The costs are directly derived from estimating the number of hours needed to perform the work and level of the consultant charged with performing the work. The cost is based on a 25% discount off the professional fees (i.e., 10% current customer discount and 15% in-kind). The price includes professional fee and out-of-pocket expenses for travel; but NOT the cost of hotel and any incidental expenses that may occur while performing work onsite. ALPI will be responsible for booking and paying hotel cost. Any incidental expenses that may occur include, but not limited to, printing, copying, faxing and mailing documents will be billed at cost. Also, price includes cost of preparing master copies of participants' handouts for all work sessions. ALPI will be responsible for making participants' copies.</p>	<b>\$ 9,630.00</b>
	<p><b>Payment:</b> Consultant will issue an initial invoice for one third of the total estimated cost of services or \$3,210.00 upon signing of the service agreement. The invoice will be due upon receipt. The first invoice is considered past due after 15 calendar days of date issued. The second invoice for one-half of the balance due or \$3,210.00 will be issued upon completion of Tasks 1 thru 3. The third and final invoice for the balance due or \$3,210.00 will be issued upon completion of Tasks 4 and 6. The second and third invoices are due upon receipt and are considered past due after 30 calendar days of date issued. All invoices will be submitted electronically.</p>	

*Ben Ramsey*

By: \_\_\_\_\_  
GLM Management Consulting Group, LLC

Title: President

*The foregoing terms are accepted and agree to on* \_\_\_\_\_

**DRAFT**

Client: The Agricultural and Labor Program, Inc

**To accept this agreement, please return an original signed copy to:**

GLM Management Consulting Group, LLC  
1005 Old Lantern Court  
Raleigh, NC 227614  
ATTN: Ben Ramsey  
Fax: 984-232-8435  
Email: ben@rhbcgroup.com

By \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_