

Children's Services Council of Leon County

Regular Meeting

Tuesday, June 22, 2021 @ 2:00 pm

Leon County Commission Chambers, 5th Floor

Leon County Courthouse

301 S. Monroe St.

Agenda

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes from June 15, 2021 Meeting
- V. Public Comment
- VI. Interim Administrator Report
- VII. Appointment of Parliamentarian
- VIII. Creation of Needs Assessment Committee
- IX. Contract Services
- X. Approve Interim Council Budget
- XI. Approve Tentative Fiscal Year 2021-22 Council Budget and Millage Rate
- XII. Trim Public Hearing Date
- XIII. Next Meeting
- XIV. Next Meeting Agenda
- XV. Member Comments
- XVI. Adjourn

Item #1

Call to Order

Attachments

None

Item #2

Roll Call

Attachments

None

Item #3

Approval of Agenda

Attachments

None

Item #4

Swearing in of New Members

Attachments

None

Item #5

Approval of Minutes from June 15, 2021 Meeting

Attachments

Proposed Minutes from June 15, 2021

CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

June 15, 2021 Regular Meeting

PROPOSED MINUTES

Members Present: Principal Carmen Conner (Vice-Chair); Carolyn Cummings, Leon County Commissioner; Rocky Hanna, Superintendent of Schools; Liza McFadden; Paul Mitchell; Mark O'Bryant; Walter Sachs, DCF Northwest Region Managing Director; Honorable Jonathan Sjostrom (Chair), Chief Judge, Alva Striplin, School Board Member.

Member(s) Absent: Dr. Zandra Glenn

Location: TCC Center for Innovation, Conference Plaza Room
300 W. Pensacola St., Tallahassee, Florida 32301

1. CALL MEETING TO ORDER

Chair Sjostrom called the meeting to order at 2:06 pm.

2. ROLL CALL

Nine Council members were present, and a quorum was established.

3. WELCOME

Dr. Scott Balog, Executive Director for the Center for Innovation, gave the welcome to the Council and meeting attendees.

4. APPROVAL OF AGENDA

Mr. Mitchell moved to accept the agenda. Mrs. Striplin seconded the motion. The agenda was approved unanimously.

5. APPROVAL OF MINUTES

Council members discussed the proposed minutes from the June 2, 2021 regular meeting. Mr. Mitchell moved to accept the minutes. Superintendent Hanna seconded the motion. The June 2, 2021 minutes were approved unanimously.

6. PUBLIC COMMENT

The following individuals addressed the Council during Public Forum:

- Mr. Erwin Jackson
- Mr. Michael Andrews
- Mr. John Lester
- Ms. Ricki Kleist-Castrina
- Mr. Terry Madegan
- Mr. Barney Bishop
- Mr. Joel Thornton
- Mr. Carl Monson
- Mr. Rick Lockenbach
- Mr. Darryl Jones
- Mr. Jack Levine

7. INTERIM ADMINISTRATOR REPORT

Mr. Ted Granger gave an update on the search for a CPA firm and legal counsel. Mr. Granger also gave updates on the budget process, interlocal agreement, signatories, website/social media, and office space.

Mr. Sachs inquired about the search for a CPA firm and if the process had to include bidding out to firms. Discussion. Mr. Granger will follow up with more information at the June 22, 2021 meeting.

8. PARLIAMENTARIAN DISCUSSION

Chair Sjostrom proposed Commissioner Cummings be appointed as the parliamentarian. The Council will vote on the motion at the June 22, 2021 meeting.

9. CONTRACT SERVICES

A. LEGAL SERVICES

Mr. Granger gave an update on his search for legal counsel. He reported Mr. Chris Roe of Bryant Miller Olive, P.A. was selected. Mr. Mitchell motioned to have a vote for Mr. Roe to be legal counsel of the CSC. Discussion.

Mr. O'Bryant seconded the motion to have a vote. Mrs. Striplin recused herself from the vote due to a conflict. Mrs. Striplin then announced her resignation from the Council due to time constraints.

Mr. Sachs recommended the Council review Mr. Roe's resume prior to voting on retaining him as legal counsel. Mr. Mitchell rescinded his motion to have a vote. The vote will be held at the June 22, 2021 meeting.

B. ACCOUNTING SERVICES

Discussed during the Interim Administrator report. Mr. Granger will follow up with more information.

10. CSC BUDGET DISCUSSION

Chair Sjostrom recused himself from discussion. Vice-Chair Conner took over as Chair of the meeting. Mrs. Conner proposed each Council member get two minutes to speak about their position on the budget. Commissioner Cummings proposed a motion be made prior to member discussion.

Mr. Mitchell, Council Treasurer, gave an update on the Budget Committee. Discussion. Vice-Chair Conner turned the meeting back over to Chair Sjostrom. Chair Sjostrom announced the Interim Budget and Fiscal Year 2021-2022 Budget will be on the agenda for next Council meeting on June 22, 2021.

11. MISCELLANEOUS

A. SCHEDULE 1st Public TRIM HEARING

Chair Sjostrom discussed the importance of scheduling the Public Trim Hearing between September 3 and September 18, 2021.

B. CSC BANK ACCOUNTY SIGNATORIES

Mr. O'Bryant made a motion for Chair Sjostrom and Mr. Granger to be signatories on the CSC bank account. Mr. Mitchell seconded the motion. The motion passed unanimously.

C. CSC EMAIL ADDRESSES

Discussion. Each Council member will make an individual decision regarding a CSC email address.

12. NEXT MEETINGS

A. COUNCIL MEETING

The next meeting will be at 2:00 pm in the Leon County Commission Chambers.

B. BUDGET COMMITTEE MEETING

The next meeting will be at 12:45 pm in the Leon County Commission Chambers.

Ms. McFadden inquired about Council members attending meetings via Zoom. Mr. Granger will follow up with more information.

13. NEXT MEETING AGENDA - June 22, 2021

- Vote for Parliamentarian
- Update from Interim Administrator – CPA, legal counsel, committee for needs assessment.
- Approval of the Council’s Interim Budget
- Approval of the Council’s tentative fiscal year 2021-22 Budget
- Establish TRIM Millage Rate
- Selection of the first TRIM public hearing date
- Swear in new Council member and Superintendent Hanna

Chair Sjostrom proposed canceling the Council meeting on July 8, 2021. All Council members agreed.

14. MEMBER ANNOUNCEMENT

- A. Mrs. Alva Striplin announced her resignation during the Contract Services agenda item.

Section 3 of the Council’s Bylaws provide that “Vacancies in Council memberships shall be filled as soon as practicable by the appropriate appointing authority in accordance with § 125.901, Fla. Stat.”

Leon County School Board will vote on Mrs. Striplin’s replacement at the June 15, 2021 meeting.

- B. Mr. Sachs announced the vacancy on the Circuit 2 Community Alliance. Mr. Sachs also announced today is World Elder Abuse Awareness Day.

15. ADJOURN

Meeting adjourned at 4:13 pm

Item #6

Contract Services

Attachments

General Counsel Proposal – Mr. Christopher Roe

June 7, 2021
Via email only

Theodore G. Granger, Interim Administrator
Children's Services Council of Leon County
c/o Leon County
301 S. Monroe St., 5th Floor
Tallahassee, FL 32301
Email: tgranger44@hotmail.com

Re: General Counsel Services for the Children's Services Council of Leon County

Dear Mr. Granger:

I am pleased to submit this proposal for general counsel services to the Children's Service Council of Leon County (the "Council"), an independent special district located in Leon County, Florida. Bryant Miller Olive ("BMO" or the "Firm") has a long and distinguished history of serving the needs of its local government clients and is one of Florida's most respected law firms, statewide and nationally. As described further below, we have extensive experience in special district matters including assisting in the establishment and creation of special districts, acting as general counsel in the ongoing operations of special districts, acting as special counsel in focused engagements and as bond or disclosure counsel in public finance transactions.

I understand that the Council was created, subject to referendum approval, by Leon County Ordinance No. 2018-13 and that the voters of Leon County (the "County") approved its creation during the November 3, 2020 general election. The Council's objectives include providing children with early learning and reading skills, development, treatment, preventative and other children's services. The Council an independent special district that will provide funding for its service objectives by annually levying ad valorem taxes throughout the County, not exceeding the maximum millage rate of one-half (1/2) mill. Although created by County ordinance and with jurisdictional boundaries coterminous with the County, the Council is a separate government entity with independent oversight and accountability. The Council is currently undertaking startup measures which include seeking general counsel services.



If the Firm is selected as general counsel, I will have primary responsibility for the engagement and through me the Council will have the full range of Firm skill sets, experience and practice areas at its disposal. I am licensed to practice law in the State of Florida, board certified in City, County and Local Government Law, and am in good standing with The Florida Bar. My resume is attached as Appendix A.

Firm Description

Bryant Miller Olive is a professional association of attorneys organized under the laws of the State of Florida on October 6, 1970. We have had a national and statewide municipal bond practice since 1973. BMO has five Florida offices which are located in Orlando, Miami, Jacksonville, Tampa and Tallahassee with additional offices in Washington, D.C. and Atlanta, Georgia. BMO is rated "AV Preeminent" by Martindale-Hubbell, a peer and client review rating system which recognizes lawyers for their strong legal ability and high ethical standards. AV Preeminent is the highest rating that can be achieved.

BMO represents large and small governmental clients with issues that range from immediate troubleshooting for cities and counties to complex constitutional issues argued before the Florida Supreme Court. There are few local government issues we have not seen and effectively handled for our governmental clients which include cities, counties, special districts, community redevelopment agencies, community development districts, school boards and districts, universities, housing authorities, regional authorities, state agencies, and the State of Florida itself.

The Firm offers a multidisciplinary range of legal services. The following practice areas should be especially relevant for the legal services sought by the Council: State and Local Government, Labor and Employment, Public Private Partnership and Government Procurement. For additional information about BMO and its practice areas, please visit our website at www.bmolaw.com.

While the bulk of legal services will be provided by me from our Tallahassee office, the size of BMO allows us to draw on the support, resources, and experience of BMO's many complementary practice groups across offices.

In addition to our Tallahassee office, we have 6 other offices located throughout the Southeast United States with a total of 63 full-time employees, including its professional staff, paralegals, legal assistants, and other employees.

BMO is set apart from other qualified candidates because it offers the best of both worlds: the resources, depth and expertise of a large firm, with the responsiveness, efficiency, and creativity of a small, local firm.

Local Government & Special Districts

BMO has extensive experience with special districts both as general counsel and special counsel. Several of our attorneys have assisted cities and counties with establishment of special districts and currently serve as general counsel to special districts including: Pinellas Suncoast Transit Authority (PSTA), the Tampa Bay Area Regional Transit Authority (TBARTA), the Manatee County Port Authority, and the Pinellas Park Water Management District. Additionally, I am the lead attorney in the Firm's service as general counsel to the Bellalago and Flora Ridge Educational Facilities Benefit Districts, which are the first districts of their kind possessing statutory authorization for the imposition of special assessments to fund school facilities and related infrastructure. In addition to general counsel roles, BMO attorneys serve as special counsel to special districts throughout the State, including the North River, Parrish and Trailer Estates Fire Control Districts, community development districts established under Chapter 190, Florida Statutes, and numerous community redevelopment agencies and water and wastewater utility authorities.

The Firm has extensive experience assisting clients in matters involving local governmental law including home rule, charter government and administrative practice. Our lawyers routinely prepare interlocal agreements, ordinances, resolutions and public notices on behalf of local government clients. One example of our experience in this area is the Firm's involvement in facilitating the creation of an independent special district, the Tohopekaliga Water Authority ("TWA"), on behalf of the City of Kissimmee and Osceola County, Florida. Creation of TWA involved drafting a special act and related interlocal agreements, effecting the act's successful passage and validating both the interlocal agreements and the authority of the special district. Bryant Miller Olive previously served as general counsel to TWA which serves 73,000 water, 71,000 wastewater and 10,000 reclaimed water customers. The Firm and/or individual attorneys have acted as general counsel to numerous special districts, cities and counties and are very familiar with the wide range of issues and challenges facing all forms of state and local governments.

Labor and Employment

BMO has a very well recognized Labor and Employment law practice. The Labor and Employment attorneys represent management exclusively. BMO's certified attorneys are experts in the entire spectrum of both traditional labor law and employment law, including human resources counseling and compliance, and are intimately familiar with the special Labor

and Employment issues that concern governments, including public records, Sunshine Law issues, compliance, policy and procedure drafting, the drafting of ordinances and resolutions, and both administrative and judicial litigation. Their focus is on prevention; BMO's attorneys work closely with human resources and other managers to review and revise policies and practices to ensure compliance with the ever-changing requirements of employment and labor law. They offer customized training for managers, supervisors, and line employees in anti-harassment and discrimination procedures, finance pension and employee benefits, wage-hour practices, HIPAA and other regulatory compliance, and in other areas.

If disputes arise, BMO Labor and Employment attorneys are veteran litigators who are equally at home before local, state, and federal administrative agencies or courts. Relations Act and other federal labor laws after which most state labor laws are patterned.

Government Procurement or Bidding Practices

The Firm brings significant experience in procurement law matters. Our lawyers advise clients regularly on government procurement law and the complex issues which arise in the area of government procurements, and have held top leadership positions with multiple state agencies and local government, drafting public contracts, procurement strategy, and the bid process. Firm attorneys have taught the procurement module of The Florida Bar's review course for certification in state and local government law. Fred Springer, a shareholder of the Firm who would be available to the Council, has significant experience as a public sector procurement practitioner, with particular knowledge in agency bidding, bid disputes, contracting and related legislation. He has served in the general counsel's office of the Department of Management Services for the State, where he exercised legal oversight of the agency's contracting divisions and created new methods of contract solicitation and management.

Public Private Partnerships (P3s)

BMO has been counseling Florida local governments on P3 projects since 2007 and serves a special counsel on P3 issues to cities throughout the state. As a recent example, the City of Melbourne retained BMO in connection with redevelopment of its downtown area. The city and its CRA tried for years to attract \$5M+ projects within the downtown area to catalyze additional development. A developer proposed the "Highline Apartments" P3 project, to deliver an eight-story residential/mixed use project. The project footprint extended across developer-owned property and city-owned property. The project is projected to be a \$29.5M investment, and the developer sought a \$2.7M investment by the city and the CRA.

BMO worked closely with the city attorney to structure the transaction, which involved removal of a reverter clause on the city land, transfer of a portion of the city land to the developer, a CRA tax increment finance contribution released only after the project is successfully delivered and on the tax rolls, and the developer's completion of approximately \$1M of public infrastructure improvements.

Conflicts

Our firm represents many local governments, political subdivisions, companies and individuals. In particular, the Firm represents Leon County as its bond counsel. In our opinion, we can effectively represent the Council and discharge BMOs professional responsibilities notwithstanding our representation of the County as bond counsel or of other parties in unrelated matters, either because such representations will be sufficiently different or because the potential for prohibited conflict of interest is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. However, BMO will inform the Council as to any potential engagements which may implicate multiparty representation concerns and reserve to the Council the right to identify a representation that it finds objectionable, in which case BMO agrees to take appropriate steps to resolve the issue as required by the rules of The Florida Bar.

Compensation

The Firm proposes undertaking the general counsel engagement at the hourly rate of \$275/hour for shareholders and board certified counsel; \$215/hour for associates; and \$75/hour for paralegals and law clerks. The Firm will not engage in "redundancy billing," i.e. billing separately and additionally for each Firm attorney when two or more members of the Firm confer with each other regarding Council matters.

In addition to the fees outlined above, the Firm would be reimbursed for reasonable travel expenses and out-of-pocket costs for such items as photocopying, delivery charges, long-distance telephone charges, filing fees, and other similar items. The Firm will invoice on a monthly basis, including all appropriate backup or supporting documentation related to expenses.

The Firm will also consider providing the general counsel services on a monthly retainer basis, either from the outset, subject to the provision of additional information as to anticipated scope of services during startup, or after the startup period at which point the general counsel services should become more routine and predictable with respect to compensation.

Theodore G. Granger
Children's Services Council of Leon County
June 7, 2021
Page 6

The Council may cancel or terminate the engagement at any time upon written notice. In the event of termination, the Firm will immediately cease work and shall be reimbursed for eligible and documented time at the hourly rates set forth above prior to the notice to stop work.

Conclusion

Thank you very much for considering our qualifications and compensation proposal. If selected, we will work with the Council to enter into a mutually agreeable contract for general counsel services. In the meantime, we would be glad to provide additional information regarding the Firm and to appear in person before the Council to further describe our qualifications. Thank you again, we greatly appreciate this opportunity to serve the Children's Services Council of Leon County.

Sincerely,

BRYANT MILLER OLIVE P.A.

By: Christopher B. Roe

Christopher B. Roe
Shareholder

Appendix A

Resume of Christopher B. Roe

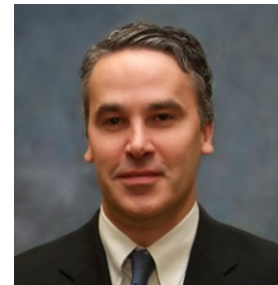
Christopher B. Roe

Tallahassee Office

(850) 222-8611 phone

(850) 222-8969 fax

croe@bmolaw.com



Education

- Florida State University, Law School - J.D., 2001
- University of Central Florida - B.A., English, 1998

Bar Admission

- The Florida Bar (2001)

Professional Certifications and Affiliations

- Board Certified Specialist in City, County and Local Government Law
- Member, The Florida Bar
- Admitted, United States District Court for the Middle District of Florida

Biography

Chris Roe is a shareholder in Bryant Miller Olive's Tallahassee office. He is Board Certified by The Florida Bar in City, County and Local Government Law. He devotes his practice exclusively to local government matters. His experience with Bryant Miller Olive includes a wide range of local government undertakings including special district establishment and governance, complex transactions including public private partnerships and community redevelopment initiatives, development and maintenance of revenue sources to fund the provision of local government services and facilities including rate setting, charter review and revision, and sunshine laws and ethics laws applicable to local government officials.

Mr. Roe was instrumental in creating the Bellalago and Flora Ridge Educational Facilities Benefit Districts, the first special districts of their kind possessing statutory authorization for the imposition of special assessments to fund school facilities and related infrastructure. Mr. Roe acted as the Firm's lead attorney in proceedings seeking validation of the districts' ability to issue bonds secured by special assessments and the legality and constitutionality of the state statutes authorizing their creation and powers, and has acted as General Counsel to each district since 2003. In his capacity as General Counsel, Mr. Roe attends regular and special meetings, facilitates the board member election process and adoption of the annual operating and debt service budgets, and advises the respective board members, staff and officials. He routinely drafts ordinances, resolutions, interlocal agreements, administrative rules and regulations, notices for

mailing and publication and pleadings, and assists with the preparation and filing of annual reports and disclosures.

Mr. Roe has assisted many other special districts, public agencies and taxing authorities throughout the state including community redevelopment agencies, neighborhood improvement districts and independent fire control districts governed by Chapter 191, Florida Statutes. He assisted with creation of the Tohopekaliga Water Authority, an independent special district and regional provider of water, wastewater and reuse services throughout Osceola County and portions of Polk and Orange Counties. He frequently advises governmental clients on the distinctions between city and county home rule governance and the limitations on special districts arising through special act and general law, and between bona fide special districts and taxing mechanisms such as "municipal service taxing units" employed by Florida counties to fund the provision of public services and facilities through dedicated ad valorem tax levies.

Mr. Roe has successfully conducted more than seventy bond validation proceedings pursuant to Chapter 75, Florida Statutes, on behalf of local government clients and the funding of capital projects. In that regard, he successfully represented the City of Cape Coral at trial and in its Supreme Court appeal regarding the validity of citywide special assessments imposed to fund fire protection services and facilities and its cost allocation methodology based on availability of service. *Morris v. City of Cape Coral*, 163 So. 3d 1174 (Fla. 2015).

Exemplary Speaking Engagements and Publications

- "City of Parker v. State: A Case Study in Community Redevelopment", January 13, 2009, Department of Community Affairs' Waterfronts Florida meeting, Milton, Florida, January 13 & 14, 2009
- "PACE Financing Options in Florida," 3rd Annual Energy Options Conference, October 5, 2011
- "Synthetic/Home Rule Tax Increment," Florida League of Cities Revenue Summit, January 27, 2012, Springfield, Florida
- "Introduction to Special Assessments," Florida League of Cities Revenue Summit, February 24, 2012, Altamonte Springs, Florida
- "Overview of Municipal Service Benefit Units," Palm Beach County League of Cities, July 21, 2014
- "Overview on Morris v. Cape Coral," Florida Municipal Attorneys Association annual conference, Palm Beach, Florida, July 11, 2015
- "Florida Supreme Court Upholds Fire Services Funding Source," *Florida Fire Service*, Vol. 23, No. 7, July 2015
- "The Line Between Special Assessments and Ad Valorem Taxes," *Stetson Law Review* (Spring 2016)

- "Thinking Outside the Box: Alternative Approaches to Project Cost Allocation," Florida Governmental Finance Officers Association, June 26, 2017
- "Local Government Incentives for Economic Development," Florida Municipal Attorneys Association annual conference, Palm Beach, Florida, July 2019
- "Municipal Bond Security," Panhandle Chapter of Florida Government Finance Officers Association, Destin, Florida, October 18, 2019

Item #7

Public Comment

Attachments

None

Item # 8

Interim Administrator Report

Attachments

None

Item #9

Appointment of Parliamentarian

Attachments

None

Item #10

Interlocal Agreement

Attachments

DRAFT Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA
AND
THE CHILDREN’S SERVICES COUNCIL OF LEON COUNTY**

This Interlocal Agreement (“Agreement”) is made and entered by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”), and the Children’s Services Council of Leon County, an independent special district of the State of Florida (the “CSC”). The County and the CSC may be referenced herein individually as “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, Section 125.901, Florida Statutes, authorizes the County to create an independent special district to provide funding for children’s services, subject to the approval of a majority of qualified electors voting in a general election; and

WHEREAS, the Leon County Board of County Commissioners (the “Board”) determined that it would serve the public interest to establish said independent special district within Leon County; and

WHEREAS, on June 19, 2018, the Board adopted Ordinance No. 18-13 to create an independent special district with the authority to levy ad valorem taxes up to one-half mill, subject to the approval of the majority of qualified electors voting in the 2020 General Election; and

WHEREAS, on November 3, 2020, over 65% of qualified electors of the County passed the 2020 General Election ballot question titled “Establishment of Children’s Services Council of Leon County”; and

WHEREAS, Ordinance No. 18-13 defines the powers and duties of the CSC and provides the Board with the option to provide funding to support the operation of the CSC; and

WHEREAS, Section 125.901, Florida Statutes, permits the governing body of a county, at its option, to fund in whole or in part the budget of a children’s services council from its own funds; and

WHEREAS, during its January 25, 2021, Annual Retreat, the Board adopted a Strategic Initiative to “provide the Children’s Services Council a loan to support its initial operations”; and

WHEREAS, on May 19, 2021, the CSC authorized its Chairman to request a loan from the County to support its initial operations and to work with County staff to determine the terms of an interlocal agreement; and

WHEREAS, on June 8, 2021, the Board authorized the County Administrator to execute an interlocal agreement to provide the CSC with a loan of up to \$400,000.00 for operating expenses accrued before the CSC collects tax revenues (the “Loan”); and

NOW THEREFORE, the Parties agree to the following:

I. PURPOSE

The purpose of this Agreement is to outline the terms of the Loan.

II. INCORPORATION OF RECITAL

The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof as if set forth below.

III. EFFECTIVE DATE AND TERM

This Agreement shall be effective (the "Effective Date") when filed with the Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes, after approval and execution by both Parties. This Agreement shall terminate immediately upon full repayment by the CSC of the entire Loan amount, plus any accrued interest, with such termination to occur no later than September 30, 2022, or upon termination as provided in Section IV below.

IV. TERMINATION

Either Party may terminate this Agreement, without cause, by giving thirty (30) days prior written notice of the termination. Either Party may terminate this Agreement for cause if the other Party fails to substantially fulfill any of its obligations in accordance with this Agreement within seven (7) days' notice to the defaulting Party, subject to the use of the dispute resolution process set forth in Section VII below prior to the issuance of such notice. Upon the effective date of any termination of this Agreement pursuant to this Section, the CSC shall have thirty (30) days to repay the County the amount of the Loan, plus any accrued interest.

V. LOAN AMOUNT, INTEREST & PERMITTED USE OF LOAN FUNDS

The County shall loan the CSC the principal sum of up to \$400,000.00 in accordance with the terms set forth in this Agreement. The County shall distribute funds to the CSC monthly in increments of up to \$100,000 per month, but not to exceed the total principal sum of \$400,000.00.

The Loan shall bear interest at a rate of 1.5 % per year. All payments made by the CSC are to be applied first to any accrued interest and then to the principal balance. If for any reason the CSC has not paid the full amount of the Loan by September 30, 2022, the unpaid balance shall continue to bear an interest rate of 1.5% per year.

The Loan funds may be utilized for operating expenses associated with establishing the CSC and meeting the requirements outlined Section 125.901, Florida Statutes. The

Loan shall not be utilized for programs and services or regranted to other organizations to provide programs and services.

VI. SOVEREIGN IMMUNITY

The Parties agree that they shall not be jointly liable for the torts committed by the officers, employees, agents, representatives, or contractors of the other Party. Each Party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representatives, and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. Nothing contained herein is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

VII. DISPUTE RESOLUTION

Dispute Resolution

1. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section.
2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
 - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
 - b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the representatives, they shall report their decision to the Parties in writing.
 - c. If the representatives are unable to reconcile the dispute, they shall report their impasse to the County Administrator, or authorized representative, and to the CSC Chairman, or authorized designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
 - d. If the County Administrator and the CSC Chairman are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

VIII. GENERAL PROVISIONS

1. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Tallahassee, Leon County, Florida.
2. Waiver. Failure to insist upon strict compliance with any term, covenant, or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.
4. Modification. This Agreement shall not be amended, extended, changed, or modified, except in writing duly executed by the Parties hereto and recorded in accordance with Section 163.01(11), Florida Statutes.
5. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
6. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
7. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.
8. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
9. Ambiguity. This Agreement has been negotiated by the Parties and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
10. Public Bodies. It is expressly understood between the Parties that the CSC is an independent special district of the State of Florida and that the COUNTY is a charter county and political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges, or immunities as may be provided to that Party by law.

11. Costs and Attorneys' Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or litigation otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys' fees incurred in maintaining or defending the subject litigation. The term "litigation" shall include appellate proceedings.
12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and if any Section shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
13. Subject to Appropriation. All payment obligations of the Parties, if any, set forth herein shall be subject to the appropriation of funding by the applicable governing bodies; however, failure to appropriate funding adequate to meet the obligations herein shall be deemed a default under this Agreement.
14. Survival of Obligations. Cancellation, expiration, or earlier termination of the Agreement shall not relieve the Parties of obligations that by their very nature should survive such cancellation, expiration, or termination.
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
16. Recording of Interlocal Agreement and Amendments. Upon execution by authorized representatives of the Parties hereto, the County shall record this Agreement in the Official Records of Leon County, Florida within ten (10) business days after execution of this Agreement. All subsequent amendments to this Agreement, if any, shall be recorded in the Official Records of Leon County, Florida within ten (10) business days of the execution of such amendments.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved by their respective governing bodies and to be executed and delivered in accordance with the terms herein.

**CHILDREN'S SERVICES COUNCIL
OF LEON COUNTY**

LEON COUNTY, FLORIDA

By: _____
Judge Jonathan Sjostrom, Chair

By: _____
Vincent S. Long, County Administrator

Date: _____

Date: _____

Attest:
Gwendolyn Marshall, Clerk of Courts &
Comptroller, Leon County, Florida

By: _____

Approved as to Legal Sufficiency:
Leon County Attorney's Office
Chasity H. O'Steen, County Attorney

By: _____

Item #11

Creation of Needs Assessment Committee

Attachments

None

Item #12

Approve Interim Budgets

Attachments

16 Month Base Budget

Base Budget w/ Options

Base Budget Miscellaneous Expense

Children’s Services Council of Leon County
16 Month Base Budget

June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	Total
8,333	8,333	8,333	8,333	8,334	8,334											50,000
						13,542	13,542	13,542	13,542	13,542	13,542	13,542	13,542	13,542	13,542	135,420
	5,000	5,000	5,000	5,000	5,000	5,000	5,000									35,000
								5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	43,336
								8,125	8,125	8,125	8,125	8,125	8,125	8,125	8,125	65,000
	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	62,500
	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	62,500
			50,000					250,000								300,000
															6,000	6,000
							150,000									150,000
	2,750	2,750	2,750	2,750	2,750	2,750	3,778	3,778	3,778	3,778	3,778	3,778	3,778	3,778	3,778	50,500
8,333	24,416	24,416	74,416	24,417	24,417	29,625	180,653	289,195	39,195	39,195	39,195	39,195	39,195	39,195	45,195	960,256
																Total Expenses

Needs
300,000 Assessment
Expenses minus one-time needs assessment costs
660,256

Children's Services Council of Leon County

Interim + FY 2021-22

16 Month Base Budget + Options

Certified Taxable Value

\$ 19,603,817,221

Bucket		0.05367	0.25	0.5
1	Base Budget	\$ 960,256	\$ 960,256	\$ 960,256
2	5% Reserve	5% x .1 mill revenue (\$1,960,382) \$ 98,019	5% x .25 mill total revenue (\$4,900,954) \$ 245,048	5% x .5 mill total revenue (\$9,311,814) \$ 490,095
3	1/12 x .5 mill available revenue (13th Month)		\$ 775,985	\$ 775,985
4	Available for Grants and/or Reserves		\$ 2,674,618	\$ 7,085,479
	Total Operating & Reserve	\$ 1,058,275	Revenue available at .25 mill \$ 4,655,906	Revenue available at .5 mill \$ 9,311,814

Children's Services Council of Leon County
Base Budget Miscellaneous Expense Overview

Base Budget Miscellaneous Expenses	6/21-12/21	1/22-9/22
Miscellaneous	\$ 2,500	\$ 1,000
Mileage, Travel and Per Diem (CEO)	\$ 1,000	\$ 5,000
Communication Services (Phones, Internet)	\$ 1,000	\$ 3,500
Insurance (D&O, Liability, WC) + Surety Bonds	\$ 1,000	\$ 1,500
Repair and Maintenance (Software, hardware)		
Legal Advertising, Printing	\$ 1,250	\$ 7,500
Office supplies	\$ 250	\$ 2,500
IT set-up, email, cloud storage, server, website, maintenance	\$ 1,000	
IT Hardware (Laptops, etc)	\$ 1,500	\$ 1,000
Rent, utilities, etc.		
Office equipment (computers, cell phones, furniture, etc.)		
CEO Search (ads, travel)		
Communications, Community Awareness, engagement, and input	\$ 1,000	
Subscriptions and Memberships (including Florida Children's Council, Chambers))	\$ 6,000	\$ 7,000
Capacity Building & Technical training to prepare providers to equitably compete for ECT contracts.		\$ 5,000
Total per period	\$ 16,500	\$ 34,000

Item #13

Approve Tentative Fiscal Year 2021-22 Council Budget & Millage Rate

Attachments

None

Item #14

TRIM Public Hearing Date

Attachments

None

Item #15

Council Resolution Authorizing the Opening of a Bank Account

Attachments

Resolution Authorizing Creation of Bank Account

Children's Services Council of Leon County

Resolution to Open Bank Account

WHEREAS, the Children's Services Council of Leon County (Council) has determined it to be in the best interest of the Council to establish a banking account.

NOW, THEREFORE, BE IT:

RESOLVED: That the Children's Services Council of Leon County shall open a bank account through which to transact its business.

FURTHER RESOLVED: That the following officers and/or representatives shall be signatories to said account:

Honorable Jonathan Sjostrom, Council Chair

Theodore G. Granger, Council Interim Administrator

THE UNDERSIGNED hereby certifies that he is the duly elected, qualified and acting Treasurer of the Children's Services Council of Leon County and that the foregoing Resolution was submitted to and approved and adopted by the Council at a meeting held on June 22, 2021, and that said Resolution is now in full force and effect without modification or recession as permitted under the bylaws of the Council and in accordance with the provisions of state law under which the Council operates.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand effective this 21st day of June, 2021.

Treasurer Paul Mitchell
Children's Services Council of Leon County

Item #16

Next Meeting

Attachments

None

Item #17

Next Meeting Agenda

Attachments

None

Item #18

Member Comments

Attachments

None

Item #19

Adjourn

Attachments

None