

RESOLUTION NO. 2021-08

A RESOLUTION OF THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY APPROVING AN AGREEMENT FOR MONTH-TO-MONTH INTERIM ADMINISTRATOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the Children's Services Council of Leon County is adopted pursuant to Ordinance No. 2018-13 adopted by the Board of County Commissioners of Leon County, Florida on June 19, 2018, as approved by the electorate of Leon County at the general election conducted on November 3, 2020, section 125.901, Florida Statutes, Chapter 189, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The Children's Services Council of Leon County ("CSC Leon") and Granger44 Consulting LLC (the "Contractor") previously entered into an agreement for consulting services dated June 1, 2021 (the "Original Agreement") which provided the terms and conditions by which the Contractor would act as Interim Administrator to CSC Leon and thereby perform various administrative functions contemplated by CSC Leon's bylaws.

B. The Original Agreement was intended to engage the Contractor in such capacity on a temporary or interim basis, concluding on November 30, 2021, to enable the Governing Council of CSC Leon (the "Governing Council") to undertake a search for and engage a new Interim Administrator to serve on a long-term basis.

C. Such search process is currently underway and the Governing Council expects to engage a new Interim Administrator in the near future, though the start date for engagement of the new Interim Administrator may be later than the November 30, 2021 termination date of the Original Agreement.

D. The Original Agreement provides that the term thereof may be extended month-to-month as mutually agreed by the parties.

E. The Governing Council and Contractor deems it appropriate and prudent to enter into an agreement to provide the terms by which the Contractor will continue to provide interim Interim Administrator services beyond November 30, 2021 on a month-to-month basis.

SECTION 3. APPROVAL OF AGREEMENT. The agreement for month-to-month Interim Administrator services between CSC Leon and the Contractor, in substantially the form attached hereto as Appendix A, is hereby approved. The Governing Council hereby authorizes and directs the Chairman to execute, and General Counsel to attest, such agreement on behalf of CSC Leon.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this **18th** day of **November**, 2021.

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

By: _____

Chair

ATTEST:

Interim Administrator

APPENDIX A
AGREEMENT
FOR MONTH-TO-MONTH
INTERIM ADMINISTRATOR SERVICES

AGREEMENT
FOR MONTH-TO-MONTH
INTERIM ADMINISTRATOR SERVICES

THIS AGREEMENT FOR MONTH-TO-MONTH INTERIM ADMINISTRATOR SERVICES ("Agreement") is made and entered into effective this 1st day of December 2021, (the "Effective Date") by and between THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY, FLORIDA ("CSC Leon") an independent special district and political subdivision of the State of Florida, and GRANGER44 CONSULTING LLC ("Contractor"), whose business address is 648 Litchfield Rd., Tallahassee, FL 32312.

RECITALS

WHEREAS, CSC Leon and the Contractor previously entered into that certain Agreement for Consulting Services dated June 1, 2021 (the "Original Agreement"), which provided the terms and conditions by which the Contractor would act as Interim Administrator to CSC Leon and thereby perform various administrative functions contemplated by the CSC Leon bylaws; and

WHEREAS, the Original Agreement was intended to engage the Contractor in such capacity on a temporary or interim basis, concluding on November 30, 2021, to enable CSC Leon to undertake a search for and engage a new Interim Administrator to serve on a long-term basis; and

WHEREAS, such search process is currently underway and CSC Leon expects to engage a new Interim Administrator in the near future, though the start date for engagement of the new Interim Administrator may be later than the November 30, 2021 termination date of the Original Agreement; and

WHEREAS, the Original Agreement provides that the term thereof may be extended month-to-month as mutually agreed by the parties; and

WHEREAS, the parties hereto enter into this Agreement to provide that terms by which the Contractor will continue to provide interim Interim Administrator services beyond November 30, 2021 on a month-to-month basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The Contractor hereby agrees to serve as CSC Leon's interim Interim Administrator and to perform the Interim Administrator services contemplated by Section VI of the CSC Leon bylaws. Such services shall include but are not limited to attending and facilitating all meetings and workshops of CSC Leon and its various committees and performing such other administrative duties as are customary for the chief executive officer of a local government entity.

2. TERM

The term of this Agreement shall commence on December 1, 2021 and continue through December 31, 2021. Thereafter this Agreement shall be automatically renewed from month to month until terminated by either party pursuant to Section 6 hereof.

3. FUNDING

CSC Leon shall compensate Contractor for services provided hereunder at the rate of eight thousand three hundred and thirty-three dollars (\$8,333.00) per calendar month beginning December 1, 2021. In the event the Agreement is terminated mid-month, the Contractor shall be compensated for work performed during the month of termination on a pro rata basis according to the date of termination and the number of days in such month.

4. PERSONNEL

The Contractor may secure the services of additional contractors required to conduct the services provided under this Agreement only upon approval of CSC Leon. Such personnel shall be fully qualified and licensed, as required, under any applicable law. Such personnel shall be compensated by CSC Leon in amounts approved by CSC Leon but shall not be employees of CSC Leon.

5. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by CSC Leon under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of CSC Leon, the Contractor will cooperate with CSC Leon to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by CSC Leon.
- E. Persons duly authorized by CSC Leon and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

6. TERMINATION

Either party hereto may terminate this Agreement without cause by providing the other party with fourteen (14) days written notice of termination; provided, however, that CSC Leon shall not be required to give Contractor such fourteen (14) day written notice if, in the opinion of CSC Leon, the Contractor is unable to perform its obligations hereunder in which case termination may be effective immediately mailing of notice

pursuant to Section 13 hereof.

7. DEFAULT

The Contractor's failure to comply with any provision of this Agreement shall constitute a default upon the occurrence of which CSC Leon may, in addition to any other remedies available to CSC Leon and in their sole discretion, withhold, temporarily or permanently, all, or any unpaid portion of the monthly compensation due the Contractor. Upon default by the Contractor, CSC Leon shall have no further obligations to the Contractor under this Agreement.

8. REPAYMENT OF FUNDS

The Contractor shall repay CSC Leon for any unauthorized, illegal or unlawful expenditure of CSC Leon funds. Upon the termination or expiration of this Agreement, the Contractor shall return all unexpended CSC Leon funds to CSC Leon.

9. INDEPENDENT STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of CSCLEON.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless CSC Leon, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. CSCLEON may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of CSC Leon.

11. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
- B. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee (if applicable). *Waiver of Subrogation in lieu of Additional Insured is required.*
- C. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this Agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.

12. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by CSC Leon. At the option of CSC Leon, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CSC Leon, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13. NOTICES

All notices provided hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the parties at the addresses below or at such other place as the parties may designate in writing.

Notice to CSC Leon:

Name: CSC LEON Chairperson or Designee
Street Address: Leon County Courthouse
301 S. Monroe Street, Suite 225
City, State, Zip Code: Tallahassee, FL 32301
Telephone: (850) 606-4400
E-mail: goodmantaylorj@leoncountyfl.gov

Notice to Contractor:

Name: Theodore G. Granger
Street Address: 648 Litchfield Rd.
City, State, Zip Code: Tallahassee, FL 32312
Telephone: (850) 556-5082
E-mail: tgranger44@outlook.com

14. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of CSC Leon nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of CSC Leon.

15. NON-WAIVER

Failure by CSC Leon to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

16. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of CSC Leon.

17. CONFLICTING TERMS AND CONDITIONS

In the instance that any other Agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

18. COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this Agreement.

19. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by CSC Leon.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

CONTRACTOR

By: _____
Hon. Jonathan Sjostrom
Chairperson

By: _____
Theodore G. Granger
Granger44 Consulting LLC

Date: _____

Printed
Name

Title: _____

Date: _____

ATTEST:
Christopher B. Roe
Bryant Miller Olive P.A.
CSC Leon General Counsel

BY: _____
Christopher B. Roe