



STATE OF FLORIDA  
FOURTH JUDICIAL CIRCUIT

CLAY, DUVAL AND NASSAU COUNTIES

H. BRITT BEASLEY  
COURT ADMINISTRATOR

TEL: 904/630-1693  
FAX: 904/630-2979

August 10, 1995

The Honorable T.J. "Jerry" Greeson  
Clerk of the Circuit and County Courts  
Nassau County Courthouse  
416 Centre Street  
P.O. Box 456  
Fernandina Beach, FL 32034

Dear Mr. Greeson:

Please find enclosed the Office of the State Courts Administrator's (OSCA) Court Reporter Grant-In-Aid Agreement for Nassau County. Also a Court Reporter Grant-In-Aid Release Request form, to be used to request the release of funds specified in the agreement on a quarterly basis for the fiscal year 1995-96. These are the funds appropriated by the Florida Legislature in lieu of stipends. You are eligible for your first quarter release upon submission of the form to OSCA.

Please have the appropriate signature authority for the Board of County Commissioners for Nassau County sign the Grant-in-Aid Agreement and submit to Mr. Greg Youchock, Court Services with the Office of the State Courts Administrator.

Sincerely,

A handwritten signature in cursive script, appearing to read "H. Britt Beasley".

H. Britt Beasley

enclosure

Grant-in-Aid Agreement for Court Reporting Services  
to the Fourth Judicial Circuit, Nassau County

This Agreement is made between the Office of the State Courts Administrator (the "OSCA") and the Nassau County Board of County Commissioners (the "Grantee"), on behalf of the Fourth Judicial Circuit (the "Grant Manager"), on the 10 day of ~~July~~ <sup>June</sup>, 1995. The parties agree that:

- A. The OSCA will pay the Grantee \$8,780.99 as a grant-in-aid provided pursuant to Specific Appropriation 2182A of the 1995 General Appropriations Act to support the delivery of court reporting services at public expense in Nassau County. After receipt of the Grantee's requisition for release of grant funds, the OSCA will release the funds to the Grantee on a quarterly basis according to the following schedule:
1. For the first quarter, \$1,756.20 will be released on or before July 20, 1995, and \$439.04 will be released on or before August 15, 1995,
  2. For the second quarter, \$2,195.25 will be released on or before October 15, 1995,
  3. For the third quarter, \$2,195.25 will be released on or before January 15, 1996,
  4. For the fourth quarter, \$2,195.25 will be released on or before April 15, 1996.
- B. The Grantee will use grant monies provided under this Agreement to assist in the payment of costs associated with the provision of court reporting services in the Nassau County at public expense. Costs that may be covered with grant monies include, but are not limited to, salaries, benefits, contractual services, equipment, and other court reporting expenses.
1. The Grantee will expend grant monies in a manner consistent with the Fourth Judicial Circuit's Court Reporting Plan, which is required under Rule 2.070, Rules of Judicial Administration, to be developed and implemented by October 1, 1995.
  2. The Grantee will submit a written requisition to the OSCA for the quarterly releases of grant funds no later than July 10, 1995, September 10, 1995, December 10, 1995, and March 10, 1996.
  3. The Grantee will encumber all grant funds provided under this Agreement by June 30, 1996. The Grantee will return any unexpended portion of the grant funds, along with any interest accrued thereon, to the OSCA for reversion to the General Revenue Fund unallocated on or before September 15, 1996.
  4. The Grantee will comply with the provisions of Section 216.347, Florida Statutes. The Grantee will not use any portion of grant funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

C. This Agreement is subject to the following terms and conditions:

1. The Grantee will maintain proper documentation of all monies spent in a manner sufficient for proper pre-audit and post-audit thereof. The Grantee will maintain all expenditure records for a period of four (4) years following the conclusion of this Agreement.
2. All records made or received by the Grantee in conjunction with this Agreement will be maintained according to the provisions of Rule 2.150, Rules of Judicial Administration.
3. The Grantee will make all purchases and expenditures in accordance with Nassau County's purchasing rules.
4. Grant funds will be released in a manner consistent with the requirements of Section 215.422 (5), Florida Statutes, which is incorporated into this Agreement as Attachment A. The parties have read the attachment and understand their respective rights and obligations, as provided therein.
5. The Grantee will hold title to any equipment purchased with grant funds.
6. If, in the judgment of the OSCA, the Grantee for any reason fails to comply with the terms of this Grant-in-Aid Agreement, the OSCA will have the right to terminate this Agreement on five (5) days written notice by certified mail. In the event of termination, the Grantee will return all grant funds received to the OSCA for reversion into the General Revenue Fund unallocated.

This Agreement constitutes the entire understanding of the parties. All modifications to the Agreement must be in writing. This Agreement is effective on the date of execution as specified above and shall terminate on June 30, 1996.

FLORIDA SUPREME COURT, OFFICE OF  
THE STATE COURTS ADMINISTRATOR

\_\_\_\_\_  
Kenneth R. Palmer  
State Courts Administrator

GRANT MANAGER

\_\_\_\_\_  
(signature)  
Chief Judge, Fourth Judicial Circuit

GRANTEE

\_\_\_\_\_  
(signature)

Vice Chairman  
\_\_\_\_\_  
(title)  
Board of County Commissioners  
Nassau County

**ATTENTION VENDOR**

Pursuant to Section 215.422 (5), Florida Statutes, you are advised of your rights and the state's obligations regarding payment of invoices.

**215.422 Warrants, vouchers, and invoices; processing time limits; dispute resolution agency compliance. —**

(1) The voucher authorizing payment of an invoice submitted to an agency of the state, required by law to be filed with the Comptroller, shall be filed with the Comptroller not later than 20 days after receipt of the invoice and the receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services shall take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by the Department of Banking and Finance because of an error, it shall nevertheless be deemed timely filed. The 20-day filing requirement may be waived in whole or in part by the Department of Banking and Finance on a showing of exceptional circumstances in accordance with rules and regulations of the department. For the purposes of determining the receipt of invoice date, the agency is deemed to receive an invoice on the date on which a proper invoice is first received at the place designated by the agency. The agency is deemed to receive an invoice on the date of the invoice if the agency has failed to annotate the invoice with the date of receipt at the time the agency actually received the invoice or failed at the time the order is placed or contract made to designate a specific location to which the invoice must be delivered.

(2) The warrant in payment of an invoice submitted to an agency of the state shall be issued not later than 10 days after filing of the voucher authorizing payment. However, this requirement may be waived in whole or in part by the Department of Banking and Finance on a showing of exceptional circumstances in accordance with rules and regulations of the department. If the 10-day period contains fewer than six working days, the Department of Banking and Finance shall be deemed in compliance with this subsection if the warrant is issued within six working

days without regard to the actual number of calendar days. For purposes of this section, a payment is deemed to be issued on the first working day that payment is available for delivery or mailing to the vendor.

(3)(a) Each agency of the state which is required by law to file vouchers with the Comptroller shall keep a record of the date of receipt of the invoice, dates of receipt, inspection, and approval of the goods or services, date of filing of the voucher, and date of issuance of the warrant in payment thereof. If the voucher is not filed or the warrant is not issued within the time required, an explanation in writing by the agency head shall be submitted to the Department of Banking and Finance in a manner prescribed by it. Agencies shall continue to deliver or mail state payments promptly.

(3)(b) If a warrant in payment of an invoice is not issued within 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the agency shall pay to the vendor, in addition to the amount of the invoice, interest at a rate of 1 percent per month calculated on a daily basis on the unpaid balance from the expiration of such 40-day period until such time as the warrant is issued to the vendor. Such interest shall be added to the invoice at the time of submission to the Comptroller for payment whenever possible. If addition of the interest penalty is not possible, the agency shall pay the interest penalty within 15 days after issuing the warrant. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized. Disputes shall be resolved in accordance with rules adopted by the Department of Banking and Finance or in a formal administrative proceeding before a hearing officer of the division of Administrative Hearings, provided that, for the purposes of s.120.57(1), no party to a dispute involving less than \$1,000 in interest penalties shall be deemed to be substantially affected by the dispute or to have a substantial interest in the decision resolving the dispute. In the case of an error on the part of the vendor, the 40-day period shall begin to run upon receipt by the agency of a corrected invoice or other remedy

of the error. The provisions of this paragraph do not apply when the filing requirement under subsection (1) or (2) has been waived in whole by the Department of Banking and Finance. The various state agencies shall be responsible for initiation of the penalty payments required by this subsection and shall use this subsection as authority to make such payments. The budget request submitted to the Legislature shall specifically disclose the amount of any interest paid by any agency pursuant to this subsection. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve an agency from the obligation to pay interest penalties under this section.

(3)(c) An agency may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the agency. Provisions of this section and rules of the Department of Banking and Finance shall apply to partial payments in the same manner as they apply to full payments.

A vendor ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (904)488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

COURT REPORTER GRANT-IN-AID RELEASE REQUEST

Attn: Research, Planning and Court Services  
Office of the State Courts Administrator  
Supreme Court Building  
500 South Duval Street  
Tallahassee, Florida 32399

Dear Research, Planning and Court Services:

In accordance with the Grant-in-Aid Agreement executed with \_\_\_\_\_ County and the Office of the State Courts Administrator, I hereby request the release of \$ \_\_\_\_\_ as specified in the Agreement for the \_\_\_\_\_ quarter of fiscal year 1995-96. The amount is equal to one quarter of the total grant-in-aid to the county.

Sincerely,