

**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 Nassau County, Florida (the "Grantee"), on behalf of the Fourth Judicial Circuit (the "Grant Manager"), on the 1st day of July, 1998. The parties agree that:

- A. The OSCA will pay the Grantee \$6,500.00 as a grant-in-aid provided pursuant to Specific Appropriation 2228 of the 1998-99 General Appropriations Act to support the delivery of court reporting services at public expense in the Fourth Judicial Circuit. After receipt of the grantee's requisition for release of grant funds, the OSCA will make a lump sum payment to the Grantee.
- 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 Fourth Judicial Circuit at public expense. Coasts 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, required under rule 2.070, Florida Rules of Judicial Administration.
 2. The Grantee will encumber all grant funds provided under this Agreement by June 30, 1999. 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, 1999.
 3. The Grantee will not use any portion of grant funds for 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 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 2.051, Florida Rules of Judicial Administration.
 3. The Grantee will make all purchases and expenditures in accordance with Nassau County's purchasing rules.

APPROVED

DATE 9/28/98 JML

4. Grant funds will be released in a manner consistent with the requirements of Section 215.422, 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 have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes, or have a statement prepared by an independent Certified Public Accountant which attests that the Grantee has complied with the provisions of the Grant Agreement. Copies of the audit or statement will be filed with the OSCA and with the Auditor General.
6. The Grantee will hold title to any equipment purchased with grant funds.
7. 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 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, 1999.

FLORIDA SUPREME COURT, OFFICE OF
THE STATE COURTS ADMINISTRATOR

Kenneth R. Palmer
State Courts Administrator


GRANT MANAGER

Chief Judge, Fourth Judicial Circuit

GRANTEE

By: 
(signature)
Chairman

(title)
Nassau County, Florida


~~Deputy Clerk~~
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

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.

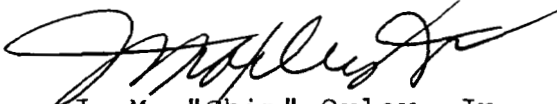
COURT REPORTER GRANT-IN-AID RELEASE REQUEST

ATTN: Court Services
Office of the State Courts Administrator
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399-1900

Dear Court Services:

In accordance with the Grant-In-Aid Agreement executed with Nassau
County and the Office of the State Courts Administrator, I hereby request the release of
\$ 6,500.00 as specified in the Agreement for fiscal year 1998-99. The amount is equal to the
total grant-in-aid to the county.

Sincerely,



J. M. "Chip" Oxley, Jr.
Printed Name

Clerk of the Court
Title

Fourth, Nassau
Circuit/County



CIRCUIT COURT
FOURTH JUDICIAL CIRCUIT OF FLORIDA

CLAY, DUVAL AND NASSAU COUNTIES

CONNIE A. LEWIS
SENIOR DEPUTY
COURT ADMINISTRATOR

September 18, 1998

DUVAL COUNTY COURTHOUSE
JACKSONVILLE, FLORIDA 32202

TEL: (904) 630-2564

FAX: (904) 630-2979

To: The Honorable Chip Oxley
Clerk of the Courts
Nassau County

From: Conni A. Lewis *C. A. Lewis*
Senior Deputy Court Administrator

Re: Grant In Aid Agreement for
Court Reporting Services

Attached is the original referenced contract. Please have the original executed by the appropriate officials and **return a fully executed copy to me**, so I can have the Chief Judge and State Court Administrator sign.

If you need any assistance regarding this matter please do not hesitate to contact me.

cc: Donald R. Moran, Jr., Chief Judge
H. Britt Beasley, Court Administrator



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

October 8, 1998

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Ms. Conni A. Lewis
Senior Deputy Court Administrator
Fourth Judicial Circuit of Florida
Duval County Courthouse
Jacksonville, FL 32202

Dear Ms. Lewis:

Pursuant to your request, enclosed is an executed copy of a Grant In Aid Agreement for Court Reporting Services as approved by the Nassau County Board of County Commissioners on September 28, 1998. Please return a fully executed copy for our files.

We appreciate your assistance, and, if we may furnish any additional information, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Jmg

Enclosure

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer