

Agenda Item #: 3X1

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 1, 2008

(X) Consent
() Ordinance

() Regular
() Public Hearing

Department

Submitted By: PUBLIC SAFETY

Submitted For: JUDICIAL SERVICES

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: three (3) standard Court Psychology contracts with the 15th Judicial Circuit for the period July 1, 2007 to June 30, 2008 to compensate the County for psychological services:

- 1) Agreement for Expert Witness Professional Services for Adult Competency Evaluations;
- 2) Agreement for Expert Witness Professional Services for Juvenile Competency and Psychological Evaluations;
- 3) Agreement for Expert Witness Professional Services Related to Appointment as an Examining Committee Member relating to Guardianship Matters.

Summary: R-2005-0792 authorizes the County Administrator or his designee to sign future contracts to provide psychological services to the Fifteenth Judicial Circuit. These contracts compensate the County for the services listed above provided to the 15th Judicial Circuit by the Court Psychology Section of the Justice Services Division of the Department of Public Safety. Countywide (DW).

Background and Policy Issues:

Attachments:

- ## 1. Agreements

Recommended by:

Department Director

Date _____

Approved by:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(75,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>(75,000)</u>	 <u>_____</u>	 <u>_____</u>	 <u>_____</u>	 <u>_____</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No _____
Budget Account No.: Fund 0001 Agency 660 Org. 5226 Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB Contract Administration

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.
REVISED 09/95

**THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES
FOR ADULT COMPETENCY EVALUATIONS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

WITNESSETH:

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Criminal Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform expert witness professional services for Adult Competency evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

1. SCOPE OF SERVICES:

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall conduct for the benefit of the Court system, an evaluation of defendants for mental competence to proceed and/or sanity at the time of the commissions of the offense and reporting as to whether the Defendant is competent to stand trial pursuant to the criteria set forth in Section 916.12, Florida Statutes (2007) and Rules 3.210(b) and 3.211 Florida Rules of Criminal Procedures. The Expert shall address and evaluate the Defendants mental capacity as more clearly defined in Attachment B.

2. QUALIFICATIONS:

Each Expert appointed by the Court shall:

- A. Have completed approved training as experts.
- B. To the extent possible, have completed either forensic evaluator training or be a psychiatrist, licensed psychologist, or physician.
- C. Provide a copy of his/her current occupational license to the Court.
- D. Be able to address and evaluate the defendant's mental capacity.

3. INDEPENDENT CONTRACTOR:

The County, is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

4. TIME OF SERVICE:

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

5. NON-ASSIGNABILITY/SUBCONTRACTORS:

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

6. RECORD RETENTION/AUDIT:

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

7. AVAILABILITY OF FUNDS:

The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

8. COMPENSATION:

Pursuant to Section 916.115, Florida Statutes (2007), the Court shall pay the County for that portion of the evaluation and report pertaining to the defendant's competence to stand trial. That portion of the evaluation and report pertaining to the defendant's sanity at the time of the alleged offense shall be the responsibility of the defense.

The County agrees to accept and shall be compensated a fee of \$500.00 for each Competency Evaluation (including any court appearance) conducted as defined by this agreement. Payment shall be rendered only at the conclusion of services provided. Payment for

services rendered shall be made in accordance with F.S. 215.422, incorporated as Attachment A. If the County, through its Department of Public Safety/Court Psychology Office, is providing ongoing services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The Court will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient for a proper pre- and post-audit, to the Administrative Office of the Court.

Those County employees requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement for the use of his/her personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.

Lodging and Meals: The Expert is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meals receipts are not required.

Unless otherwise directed, the Expert's requests for payment of fees shall be addressed to the Administrative Office of the Court, Palm Beach County Main Judicial Center, 205 North Dixie Highway, Suite 5.2500, West Palm Beach, FL 33401. Requests for payment must be submitted within 30 days following the end of the month in which services are provided. Failure to timely submit requests for payment may result in denial of payment.

9. TERMS AND CONDITIONS:

For the durations of the Agreement, the County, through its Department of Public Safety/Court Psychology Office, must not accept any other Agreements that would conflict with its obligations under this Agreement.

The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm

The terms and conditions described at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 112.061, Florida Statutes. All travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel which is available at http://www.flcourts.org/courts/crtadmin/bin/travel_tips.pdf.

A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.

10. NOTICE:

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

11. CANCELLATION AGREEMENT:

The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified.

Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court.

Expert may cancel this contract by giving sixty (60) days written notice to the Court.

12. ENTIRETY OF AGREEMENT:

This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

13. **TERM OF AGREEMENT:**

This Agreement shall be effective on July 1, 2007, and shall terminate on June 30, 2008.

**THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA**



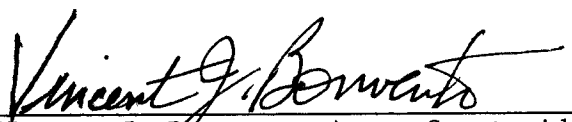
Barbara Dawicke, Trial Court Administrator
For the Florida State Courts System
205 N. Dixie Hwy, Suite 5.2500
West Palm Beach, FL 33401
(561) 355-2431

Date: 2/26/08

Approved as to Legal Form and Sufficiency

BY: 

Amy Borman
Title: General Counsel
Telephone: (561) 355-1927



Vincent J. Bonvento, Asst. County Admin.
Palm Beach County Board of County Commissioners
Address: 301 North Olive Avenue, 12th Floor
West Palm Beach, Florida 33401
Employer ID Number- 59:6000785

Date: 3/6/08

Approved as to Legal Form and Sufficiency

BY: 

Title: Assistant County Attorney
Telephone:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

and Professional
financed from fees
a charge; appropri-

charges assessed
defined in chapter
s and Professional
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t is legislative intent
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rtment shall request
sed budget for the
's office, and other
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lge request. Prior

budget request to
regularly scheduled
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exceptions to the
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objections, the rea-
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boards agree on an
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455, to reflect the
a secretary shall file
artment. The secre-
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with any unresolved

maintain separate
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rofession within the

215.405 State agencies and the judicial branch authorized to collect costs of fingerprinting.—Any state agency, or the judicial branch, exercising regulatory authority and authorized to take fingerprints of persons within or seeking to come within such agency's or the judicial branch's regulatory power may collect from the person or entity on whose behalf the fingerprints were submitted the actual costs of processing such fingerprints including, but not limited to, any charges imposed by the Department of Law Enforcement or any agency or branch of the United States Government. This provision shall constitute express authority for state agencies and the judicial branch to collect the actual costs of processing the fingerprints either prior to or subsequent to the actual processing and shall supersede any other law to the contrary. To administer the provisions of this section, a state agency, or the judicial branch, electing to collect the cost of fingerprinting is empowered to promulgate and adopt rules to establish the amounts and the methods of payment needed to collect such costs. Collections made under these provisions shall be deposited with the Chief Financial Officer to an appropriate trust fund account to be designated by the Executive Office of the Governor.

History.—s. 1, ch. 82-149; s. 1, ch. 82-201; s. 20, ch. 92-142; s. 215, ch. 2003-261.

215.42 Purchases from appropriations, proof of delivery.—The Chief Financial Officer may require proof, as he or she deems necessary, of delivery and receipt of purchases before honoring any voucher for payment from appropriations made in the General Appropriations Act or otherwise provided by law.

History.—s. 20, ch. 28-115; s. 14, ch. 28-231, 1953; s. 1148, ch. 95-147; s. 216, ch. 2003-261.

215.422 Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.—

(1) An invoice submitted to an agency of the state or the judicial branch, required by law to be filed with the Chief Financial Officer, shall be recorded in the financial systems of the state, approved for payment by the agency or the judicial branch, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the state shall contain a statement of the dispute and authorize payment only in the amount not disputed. The Chief Financial Officer may establish dollar thresholds and other criteria for all invoices and may delegate to a state agency or the judicial branch responsibility for maintaining the official invoices and documents for invoices which do not exceed the thresholds or which meet the established criteria. Such records shall be maintained in accordance with the requirements established by the Secretary of State. The transmission of an approved invoice recorded in the financial systems of the state to the Chief Financial Officer shall constitute filing of a request for payment of invoices for which the Chief Financial Officer has delegated to an agency custody of official records. Approval and inspection of goods or services

shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. If an invoice filed within the 20-day period is returned by the Department of Financial Services 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 Financial Services 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 or the judicial branch is deemed to receive an invoice on the date on which a proper invoice is first received at the place designated by the agency or the judicial branch. The agency or the judicial branch is deemed to receive an invoice on the date of the invoice if the agency or the judicial branch has failed to annotate the invoice with the date of receipt at the time the agency or the judicial branch 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 Department of Financial Services shall approve payment of an invoice no later than 10 days after the agency's filing of the approved invoice. However, this requirement may be waived in whole or in part by the Department of Financial Services on a showing of exceptional circumstances in accordance with rules and regulations of the department. If the 10-day period contains fewer than 6 working days, the Department of Financial Services shall be deemed in compliance with this subsection if the payment is approved within 6 working days without regard to the actual number of calendar days.

(3)(a) Each agency of the state or the judicial branch which is required by law to file invoices with the Chief Financial Officer 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 approved invoice; and date of issuance of the warrant in payment thereof. If the invoice is not filed or the warrant is not issued within the time required, an explanation in writing by the agency head or the Chief Justice shall be submitted to the Department of Financial Services in a manner prescribed by it. Agencies and the judicial branch shall continue to deliver or mail state payments promptly.

(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 or judicial branch shall pay to the vendor, in addition to the amount of the invoice, interest at a rate as established pursuant to s. 55.03(1) 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 Chief Financial Officer for payment whenever possible. If addition of the interest penalty is not possible, the agency or judicial branch shall pay the interest penalty payment 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 developed and adopted by the

Chief Justice for the judicial branch, and rules adopted by the Department of Financial Services or in a formal administrative proceeding before an administrative law judge of the Division of Administrative Hearings for state agencies, provided that, for the purposes of ss. 120.569 and 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 or the judicial branch of a corrected invoice or other remedy of the error. For purposes of this section, the nonsubmittal of the appropriate federal taxpayer identification documentation to the Department of Financial Services by the vendor will be deemed an error on the part of the vendor, and the vendor will be required to submit the appropriate federal taxpayer documentation in order to remedy the error. The provisions of this paragraph do not apply when the filing requirement under subsection (1) or subsection (2) has been waived in whole by the Department of Financial Services. The various state agencies and the judicial branch shall be responsible for initiating 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 or the judicial branch pursuant to this subsection. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve an agency or the judicial branch from the obligation to pay interest penalties under this section.

(c) An agency or the judicial branch 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 Financial Services shall apply to partial payments in the same manner as they apply to full payments.

(4) If the terms of the invoice provide a discount for payment in less than 30 days, agencies of the state and the judicial branch shall preferentially process it and use all diligence to obtain the saving by compliance with the invoice terms.

(5) All purchasing agreements between a state agency or the judicial branch and a vendor, applicable to this section, shall include a statement of the vendor's rights and the state's responsibilities under this section. The vendor's rights shall include being provided with the telephone number of the vendor ombudsman within the Department of Financial Services, which information shall also be placed on all agency or judicial branch purchase orders.

(6) The Department of Financial Services shall monitor each agency's and the judicial branch's compliance with the time limits and interest penalty provisions of this section. The department shall provide a report to an agency or to the judicial branch if the department determines that the agency or the judicial branch has failed to maintain an acceptable rate of compliance with the time limits and interest penalty provisions of this

section. The department shall establish criteria for determining acceptable rates of compliance. The report shall also include a list of late invoices or payments, the amount of interest owed or paid, and any corrective actions recommended. The department shall perform monitoring responsibilities, pursuant to this section, using the Department of Financial Services' financial systems provided in s. 215.94. Each agency and the judicial branch shall be responsible for the accuracy of information entered into the Department of Management Services' procurement system and the Department of Financial Services' financial systems for use in this monitoring.

(7) There is created a vendor ombudsman within the Department of Financial Services who shall be responsible for the following functions:

(a) Performing the duties of the department pursuant to subsection (6).

(b) Reviewing requests for waivers due to exceptional circumstances.

(c) Disseminating information relative to the prompt payment policies of this state and assisting vendors in receiving their payments in a timely manner.

(d) Performing such other duties as determined by the department.

(8) The Department of Financial Services is authorized and directed to adopt and promulgate rules and regulations to implement this section and for resolution of disputes involving amounts of less than \$1,000 in interest penalties for state agencies. No agency or the judicial branch shall adopt any rule or policy that is inconsistent with this section or the Department of Financial Services' rules or policies.

(9) Each agency and the judicial branch shall include in the official position description of every officer or employee who is responsible for the approval or processing of vendors' invoices or distribution of warrants to vendors that the requirements of this section are mandatory.

(10) Persistent failure to comply with this section by any agency of the state or the judicial branch shall constitute good cause for discharge of employees duly found responsible, or predominantly responsible, for failure to comply.

(11) Travel and other reimbursements to state officers and employees must be the same as payments to vendors under this section, except payment of Class C travel subsistence. Class C travel subsistence shall be paid in accordance with the schedule established by the Chief Financial Officer pursuant to s. 112.061(5)(b). This section does not apply to payments made to state agencies, the judicial branch, or the legislative branch.

(12) In the event that a state agency or the judicial branch contracts with a third party, uses a revolving fund, or pays from a local bank account to process and pay invoices for goods or services, all requirements for financial obligations and time processing set forth in this section shall be applicable and the state agency or the judicial branch shall be responsible for paying vendors the interest assessed for untimely payment. The state agency or the judicial branch may, through its contract with a third party, require the third party to pay interest from the third party's funds.

establish criteria for compliance. The report on expenditures or payments, the report and any corrective action shall perform in accordance with this section, the Department of Management Services' financial records of the state agency and the Department of Management Services for the accuracy of the report and the Department of Management Services and the Department of Management Services systems for use in

ombudsman within 30 days who shall be responsible for the department pursuant to

provisions due to excep-

tion relative to the report and assisting vendors in a timely manner. The report shall be as determined by

Services is authorized to promulgate rules and regulations and for resolution of claims less than \$1,000 in value. No agency or the Department of Management Services or policy that is adopted by the Department of

judicial branch shall require the approval of every officer for the approval or distribution of warrants of this section

with this section by the judicial branch shall confirm that employees duly responsible, for

payments to state officials as payments to officials of Class C employees shall be made as established by s. 112.061(5)(b). Payments made to state officials by the legislative branch, the executive branch or the judicial branch shall be subject to a revolving fund process and shall be subject to the requirements for the revolving fund set forth in the state agency or the Department of Management Services for the accuracy of the report and the Department of Management Services and the Department of Management Services systems for use in

(13) Notwithstanding the provisions of subsections (3) and (12), in order to alleviate any hardship that may be caused to a health care provider as a result of delay in receiving reimbursement for services, any payment or payments for hospital, medical, or other health care services which are to be reimbursed by a state agency or the judicial branch, either directly or indirectly, shall be made to the health care provider not more than 35 days from the date eligibility for payment of such claim is determined. If payment is not issued to a health care provider within 35 days after the date eligibility for payment of the claim is determined, the state agency or the judicial branch shall pay the health care provider interest at a rate of 1 percent per month calculated on a calendar day basis on the unpaid balance from the expiration of such 35-day period until such time as payment is made to the health care provider, unless a waiver in whole has been granted by the Department of Financial Services pursuant to subsection (1) or subsection (2).

(14) The Chief Financial Officer may adopt rules to authorize advance payments for goods and services, including, but not limited to, maintenance agreements and subscriptions. Such rules shall provide objective criteria for determining when it is in the best interest of the state to make payments in advance and shall also provide for adequate protection to ensure that such goods or services will be provided.

(15) Nothing contained in this section shall be construed to be an appropriation. Any interest which becomes due and owing pursuant to this section shall only be payable from the appropriation charged for such goods or services.

(16) Notwithstanding the provisions of s. 24.120(3), applicable to warrants issued for payment of invoices submitted by the Department of the Lottery, the Chief Financial Officer may, by written agreement with the Department of the Lottery, establish a shorter time requirement than the 10 days provided in subsection (2) for warrants issued for payment. Pursuant to such written agreement, the Department of the Lottery shall reimburse the Chief Financial Officer for costs associated with processing invoices under the agreement.

History.—s. 1, ch. 74-7; s. 1, ch. 77-174; s. 1, ch. 78-352; s. 3, ch. 79-106; s. 2, ch. 83-332; s. 8, ch. 85-104; s. 57, ch. 87-224; s. 1, ch. 89-200; s. 3, ch. 91-162; s. 21, ch. 92-142; s. 149, ch. 92-279; s. 55, ch. 92-326; s. 9, ch. 94-239; s. 1507, ch. 95-147; s. 32, ch. 95-312; s. 6, ch. 96-310; s. 44, ch. 96-410; s. 8, ch. 99-155; s. 19, ch. 99-399; s. 217, ch. 2003-261; s. 13, ch. 2006-122.

215.425 Extra compensation claims prohibited.—

No extra compensation shall be made to any officer, agent, employee, or contractor after the service has been rendered or the contract made; nor shall any money be appropriated or paid on any claim the subject matter of which has not been provided for by preexisting laws, unless such compensation or claim is allowed by a law enacted by two-thirds of the members elected to each house of the Legislature. However, when adopting salary schedules for a fiscal year, a district school board or community college district board of trustees may apply the schedule for payment of all services rendered subsequent to July 1 of that fiscal year. The provisions of this section do not apply to extra compensation given to state employees who are included within the senior management group pursuant to rules

adopted by the Department of Management Services; to extra compensation given to county, municipal, or special district employees pursuant to policies adopted by county or municipal ordinances or resolutions of governing boards of special districts or to employees of the clerk of the circuit court pursuant to written policy of the clerk; or to a clothing and maintenance allowance given to plainclothes deputies pursuant to s. 30.49.

History.—Formerly s. 11, Art. XVI of the Constitution of 1885, as amended; converted to statutory law by s. 10, Art. XII of the Constitution as revised in 1968; s. 27, ch. 79-190; s. 1, ch. 80-114; s. 35, ch. 84-336; s. 3, ch. 92-90; s. 83, ch. 92-279; s. 55, ch. 92-326; s. 2, ch. 95-169; s. 5, ch. 98-320; s. 8, ch. 99-259.

215.43 Public bonds, notes, and other securities.

(1) **DEFINITIONS.**—As used in this section, the following words and term shall have the following meanings:

(a) The word "unit" shall mean any department, board, commission or other agency of Florida, or any county, city, town, village, district or any other political subdivision of the state, heretofore or hereafter created or established, or any board, commission, authority or other public agency or instrumentality which is now or may hereafter be authorized by law to issue bonds.

(b) The term "governing body" shall mean the officer or officers, or the department, board, body, council, commission, authority or other agency which is authorized by law to take the proceedings which are required to authorize or to provide for the issuance of bonds.

(c) The word "bonds" shall include all bonds, notes, certificates and other similar obligations and securities of a unit whether payable in whole or in part from the proceeds of ad valorem taxes, revenues or any other source.

(2) EXECUTION OF PUBLIC SECURITIES.—

(a) Any bonds heretofore or hereafter authorized to be issued by any unit under the provisions of any general, special or local law heretofore or hereafter enacted and any interest coupons attached thereto may, if so authorized by the governing body of such unit, bear or be executed with the facsimile signature of any official authorized by such law to sign or to execute such bonds or coupons; provided, however, that each such bond shall be manually signed by at least one official of such unit. In case any such law shall provide for the sealing of such bonds with the official or corporate seal of such unit or of its governing body or any official thereof, a facsimile of such seal may be imprinted on the bonds if so authorized by the governing body of such unit, and it shall not be necessary in such case to impress such seal physically upon such bonds.

(b) In case any officer whose signature or a facsimile of whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery, and any bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

History.—ss. 1, 2, ch. 57-763; s. 1149, ch. 95-147.

ATTACHMENT B (ADULT)

The expert shall consider the following issues each of which shall be addressed in the report:

A. Whether the defendant is competent to proceed pursuant to the criteria set forth in Rule 3.211, Florida Rules of Criminal Procedure, relative to the defendant's competency to stand trial, said expert shall consider factors related to whether the defendant meets the criteria for competence to proceed; that is, whether the defendant has sufficient present ability to consult with counsel with a reasonable degree of rational understanding and whether the defendant has a rational and factual understanding of the present proceedings. Pursuant to Rule 3.211(b)(1-4), Florida Rules of Criminal Procedure, in considering, the competence of the defendant to proceed, the examining experts shall consider and include in their reports the defendant's capacity to:

- (1) the mental illness or mental retardation causing the incompetence;
- (2) the treatment or treatments appropriate for the mental illness or mental retardation of the defendant and an explanation of each of the possible treatment alternatives in order of choices;
- (3) the availability of acceptable treatment. If treatment is available in the community, the expert shall so state in the report; and
- (4) the likelihood of the defendant attaining competence under the treatment recommended, as assessment of the probable duration of the treatment required to restore competence, and the probability that the defendant will attain competence to proceed in the foreseeable future.

**THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES
RELATED TO APPOINTMENT AS AN EXAMINING
COMMITTEE MEMBER RELATING TO GUARDIANSHIP MATTERS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

WITNESSETH:

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Probate Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform expert witness professional services for Adult Competency evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

1. SCOPE OF SERVICES:

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall be appointed as a member of the examining committee in Guardianship matters pursuant to Florida Statute 744.331(3) to conduct an examination of the alleged incapacitated ward, prepare a written report to the Court, and testify to the Court if necessary.

2. INDEPENDENT CONTRACTOR:

The County, is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

3. TIME OF SERVICE:

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

4. NON-ASSIGNABILITY/SUBCONTRACTORS:

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

5. RECORD RETENTION/AUDIT:

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

6. AVAILABILITY OF FUNDS:

The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

7. COMPENSATION:

The County agrees to accept and shall be compensated a flat fee of Three Hundred Dollars (\$300.00) for all appointments within Palm Beach County except those in Belle Glade/Pahokee which shall be compensated at a fee of Five Hundred Dollars (\$500.00). In the event the County is required to testify, the County shall be compensated Three Hundred Dollars (\$300.00) for each hour of testimony; fractional hours of testimony shall be prorated, and no fee is allowed for travel time.

Payment shall be rendered only at the conclusion of services provided. Payment for services rendered shall be made in accordance with F.S. 215.422, incorporated as Attachment A. If the County, through its Department of Public Safety/Court Psychology Office, is providing ongoing services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The Court will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient for a proper pre- and post-audit, to the Administrative Office of the Court.

Those County employees requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement for the use of his/her personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.

Lodging and Meals: The Expert is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meals receipts are not required.

Unless otherwise directed, the Expert's requests for payment of fees shall be addressed to the Administrative Office of the Court, Palm Beach County Main Judicial Center, 205 North Dixie Highway, Suite 5.2500, West Palm Beach, FL 33401. Requests for payment must be submitted within 30 days following the end of the month in which services are provided. Failure to timely submit requests for payment may result in denial of payment.

8. TERMS AND CONDITIONS:

For the durations of the Agreement, the County, through its Department of Public Safety/Court Psychology Office, must not accept any other Agreements that would conflict with its obligations under this Agreement.

The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm

The terms and conditions described at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 112.061, Florida Statutes. All travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel which is available at http://www.flcourts.org/courts/crtadmin/bin/travel_tips.pdf.

A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.

9. NOTICE:

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

10. CANCELLATION AGREEMENT:

The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified.

Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court.

Expert may cancel this contract by giving sixty (60) days written notice to the Court.

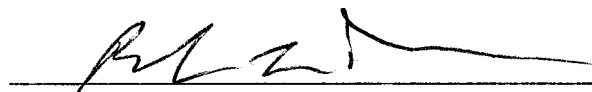
11. ENTIRETY OF AGREEMENT:

This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

12. TERM OF AGREEMENT:

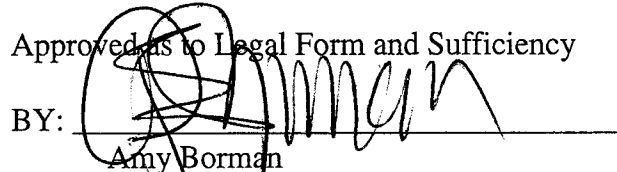
This Agreement shall be effective on July 1, 2007, and shall terminate on June 30, 2008.

**THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA**



Barbara Dawicke, Trial Court Administrator
For the Florida State Courts System
205 N. Dixie Hwy, Suite 5.2500
West Palm Beach, FL 33401
(561) 355-2431

Date: 2/26/08

Approved as to Legal Form and Sufficiency


BY: 
Amy Borman

Title: General Counsel
Telephone: (561) 355-1927


Vincent J. Bonvento, Asst. County Admin.
Palm Beach County Board of County Commissioners
Address: 301 North Olive Avenue, 12th Floor
West Palm Beach, Florida 33401
Employer ID Number- 59:6000785

Date: 3/6/08

Approved as to Legal Form and Sufficiency

BY: 

Title: Assistant County Attorney
Telephone:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

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215.405 State agencies and the judicial branch authorized to collect costs of fingerprinting.—Any state agency, or the judicial branch, exercising regulatory authority and authorized to take fingerprints of persons within or seeking to come within such agency's or the judicial branch's regulatory power may collect from the person or entity on whose behalf the fingerprints were submitted the actual costs of processing such fingerprints including, but not limited to, any charges imposed by the Department of Law Enforcement or any agency or branch of the United States Government. This provision shall constitute express authority for state agencies and the judicial branch to collect the actual costs of processing the fingerprints either prior to or subsequent to the actual processing and shall supersede any other law to the contrary. To administer the provisions of this section, a state agency, or the judicial branch, electing to collect the cost of fingerprinting is empowered to promulgate and adopt rules to establish the amounts and the methods of payment needed to collect such costs. Collections made under these provisions shall be deposited with the Chief Financial Officer to an appropriate trust fund account to be designated by the Executive Office of the Governor.

History.—s. 1, ch. 82-149; s. 1, ch. 82-201; s. 20, ch. 92-142; s. 215, ch. 2003-261.

215.42 Purchases from appropriations, proof of delivery.—The Chief Financial Officer may require proof, as he or she deems necessary, of delivery and receipt of purchases before honoring any voucher for payment from appropriations made in the General Appropriations Act or otherwise provided by law.

History.—s. 20, ch. 28115; s. 14, ch. 28231, 1953; s. 1148, ch. 95-147; s. 216, ch. 2003-261.

215.422 Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.—

(1) An invoice submitted to an agency of the state or the judicial branch, required by law to be filed with the Chief Financial Officer, shall be recorded in the financial systems of the state, approved for payment by the agency or the judicial branch, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the state shall contain a statement of the dispute and authorize payment only in the amount not disputed. The Chief Financial Officer may establish dollar thresholds and other criteria for all invoices and may delegate to a state agency or the judicial branch responsibility for maintaining the official invoices and documents for invoices which do not exceed the thresholds or which meet the established criteria. Such records shall be maintained in accordance with the requirements established by the Secretary of State. The transmission of an approved invoice recorded in the financial systems of the state to the Chief Financial Officer shall constitute filing of a request for payment of invoices for which the Chief Financial Officer has delegated to an agency custody of official records. Approval and inspection of goods or services

shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. If an invoice filed within the 20-day period is returned by the Department of Financial Services 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 Financial Services 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 or the judicial branch is deemed to receive an invoice on the date on which a proper invoice is first received at the place designated by the agency or the judicial branch. The agency or the judicial branch is deemed to receive an invoice on the date of the invoice if the agency or the judicial branch has failed to annotate the invoice with the date of receipt at the time the agency or the judicial branch 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 Department of Financial Services shall approve payment of an invoice no later than 10 days after the agency's filing of the approved invoice. However, this requirement may be waived in whole or in part by the Department of Financial Services on a showing of exceptional circumstances in accordance with rules and regulations of the department. If the 10-day period contains fewer than 6 working days, the Department of Financial Services shall be deemed in compliance with this subsection if the payment is approved within 6 working days without regard to the actual number of calendar days.

(3)(a) Each agency of the state or the judicial branch which is required by law to file invoices with the Chief Financial Officer 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 approved invoice; and date of issuance of the warrant in payment thereof. If the invoice is not filed or the warrant is not issued within the time required, an explanation in writing by the agency head or the Chief Justice shall be submitted to the Department of Financial Services in a manner prescribed by it. Agencies and the judicial branch shall continue to deliver or mail state payments promptly.

(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 or judicial branch shall pay to the vendor, in addition to the amount of the invoice, interest at a rate as established pursuant to s. 55.03(1) 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 Chief Financial Officer for payment whenever possible. If addition of the interest penalty is not possible, the agency or judicial branch shall pay the interest penalty payment 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 developed and adopted by the

Chief Justice for the judicial branch, and rules adopted by the Department of Financial Services or in a formal administrative proceeding before an administrative law judge of the Division of Administrative Hearings for state agencies, provided that, for the purposes of ss. 120.569 and 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 or the judicial branch of a corrected invoice or other remedy of the error. For purposes of this section, the nonsubmission of the appropriate federal taxpayer identification documentation to the Department of Financial Services by the vendor will be deemed an error on the part of the vendor, and the vendor will be required to submit the appropriate federal taxpayer documentation in order to remedy the error. The provisions of this paragraph do not apply when the filing requirement under subsection (1) or subsection (2) has been waived in whole by the Department of Financial Services. The various state agencies and the judicial branch shall be responsible for initiating 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 or the judicial branch pursuant to this subsection. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve an agency or the judicial branch from the obligation to pay interest penalties under this section.

(c) An agency or the judicial branch 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 Financial Services shall apply to partial payments in the same manner as they apply to full payments.

(4) If the terms of the invoice provide a discount for payment in less than 30 days, agencies of the state and the judicial branch shall preferentially process it and use all diligence to obtain the saving by compliance with the invoice terms.

(5) All purchasing agreements between a state agency or the judicial branch and a vendor, applicable to this section, shall include a statement of the vendor's rights and the state's responsibilities under this section. The vendor's rights shall include being provided with the telephone number of the vendor ombudsman within the Department of Financial Services, which information shall also be placed on all agency or judicial branch purchase orders.

(6) The Department of Financial Services shall monitor each agency's and the judicial branch's compliance with the time limits and interest penalty provisions of this section. The department shall provide a report to an agency or to the judicial branch if the department determines that the agency or the judicial branch has failed to maintain an acceptable rate of compliance with the time limits and interest penalty provisions of this

section. The department shall establish criteria for determining acceptable rates of compliance. The report shall also include a list of late invoices or payments, the amount of interest owed or paid, and any corrective actions recommended. The department shall perform monitoring responsibilities, pursuant to this section, using the Department of Financial Services' financial systems provided in s. 215.94. Each agency and the judicial branch shall be responsible for the accuracy of information entered into the Department of Management Services' procurement system and the Department of Financial Services' financial systems for use in this monitoring.

(7) There is created a vendor ombudsman within the Department of Financial Services who shall be responsible for the following functions:

(a) Performing the duties of the department pursuant to subsection (6).

(b) Reviewing requests for waivers due to exceptional circumstances.

(c) Disseminating information relative to the prompt payment policies of this state and assisting vendors in receiving their payments in a timely manner.

(d) Performing such other duties as determined by the department.

(8) The Department of Financial Services is authorized and directed to adopt and promulgate rules and regulations to implement this section and for resolution of disputes involving amounts of less than \$1,000 in interest penalties for state agencies. No agency or the judicial branch shall adopt any rule or policy that is inconsistent with this section or the Department of Financial Services' rules or policies.

(9) Each agency and the judicial branch shall include in the official position description of every officer or employee who is responsible for the approval or processing of vendors' invoices or distribution of warrants to vendors that the requirements of this section are mandatory.

(10) Persistent failure to comply with this section by any agency of the state or the judicial branch shall constitute good cause for discharge of employees duly found responsible, or predominantly responsible, for failure to comply.

(11) Travel and other reimbursements to state officers and employees must be the same as payments to vendors under this section, except payment of Class C travel subsistence. Class C travel subsistence shall be paid in accordance with the schedule established by the Chief Financial Officer pursuant to s. 112.061(5)(b). This section does not apply to payments made to state agencies, the judicial branch, or the legislative branch.

(12) In the event that a state agency or the judicial branch contracts with a third party, uses a revolving fund, or pays from a local bank account to process and pay invoices for goods or services, all requirements for financial obligations and time processing set forth in this section shall be applicable and the state agency or the judicial branch shall be responsible for paying vendors the interest assessed for untimely payment. The state agency or the judicial branch may, through its contract with a third party, require the third party to pay interest from the third party's funds.

establish criteria for compliance. The report as to payments, the and any corrective action shall perform in accordance with this section, the Department of Management Services' financial records shall be maintained by the state agency and the Department of Management Services and the Department of Management Services for use in

ombudsman within 30 days who shall be responsible for the

department pursuant to

provisions due to excep-

tion relative to the and assisting vendors in a timely manner. as determined by

Department of Management Services is authorized to promulgate rules and regulations and for resolution of claims less than \$1,000 in value. No agency or the Department of Management Services or policy that is adopted by the Department of

judicial branch shall require the submission of every official for the approval or distribution of warrants of this section

with this section by the judicial branch shall confirm that employees duly responsible, for

payments to state officials as payments to officials of Class C shall be made as established by s. 112.061(5)(b). Payments made to state officials by the legislative branch, the judicial branch or the judicial branch uses a revolving fund to process and all requirements for passing set forth in the state agency or for payment of any payment. The Department may, through its third party to pay

(13) Notwithstanding the provisions of subsections (3) and (12), in order to alleviate any hardship that may be caused to a health care provider as a result of delay in receiving reimbursement for services, any payment or payments for hospital, medical, or other health care services which are to be reimbursed by a state agency or the judicial branch, either directly or indirectly, shall be made to the health care provider not more than 35 days from the date eligibility for payment of such claim is determined. If payment is not issued to a health care provider within 35 days after the date eligibility for payment of the claim is determined, the state agency or the judicial branch shall pay the health care provider interest at a rate of 1 percent per month calculated on a calendar day basis on the unpaid balance from the expiration of such 35-day period until such time as payment is made to the health care provider, unless a waiver in whole has been granted by the Department of Financial Services pursuant to subsection (1) or subsection (2).

(14) The Chief Financial Officer may adopt rules to authorize advance payments for goods and services, including, but not limited to, maintenance agreements and subscriptions. Such rules shall provide objective criteria for determining when it is in the best interest of the state to make payments in advance and shall also provide for adequate protection to ensure that such goods or services will be provided.

(15) Nothing contained in this section shall be construed to be an appropriation. Any interest which becomes due and owing pursuant to this section shall only be payable from the appropriation charged for such goods or services.

(16) Notwithstanding the provisions of s. 24.120(3), applicable to warrants issued for payment of invoices submitted by the Department of the Lottery, the Chief Financial Officer may, by written agreement with the Department of the Lottery, establish a shorter time requirement than the 10 days provided in subsection (2) for warrants issued for payment. Pursuant to such written agreement, the Department of the Lottery shall reimburse the Chief Financial Officer for costs associated with processing invoices under the agreement.

History.—s. 1, ch. 74-7; s. 1, ch. 77-174; s. 1, ch. 78-352; s. 3, ch. 79-106; s. 2, ch. 83-332; s. 8, ch. 85-104; s. 57, ch. 87-224; s. 1, ch. 89-200; s. 3, ch. 91-162; s. 21, ch. 92-142; s. 149, ch. 92-279; s. 55, ch. 92-326; s. 9, ch. 94-239; s. 1507, ch. 95-147; s. 32, ch. 95-312; s. 6, ch. 96-310; s. 44, ch. 96-410; s. 8, ch. 99-155; s. 19, ch. 99-399; s. 217, ch. 2003-261; s. 13, ch. 2006-122.

215.425 Extra compensation claims prohibited.—

No extra compensation shall be made to any officer, agent, employee, or contractor after the service has been rendered or the contract made; nor shall any money be appropriated or paid on any claim the subject matter of which has not been provided for by preexisting laws, unless such compensation or claim is allowed by a law enacted by two-thirds of the members elected to each house of the Legislature. However, when adopting salary schedules for a fiscal year, a district school board or community college district board of trustees may apply the schedule for payment of all services rendered subsequent to July 1 of that fiscal year. The provisions of this section do not apply to extra compensation given to state employees who are included within the senior management group pursuant to rules

adopted by the Department of Management Services; to extra compensation given to county, municipal, or special district employees pursuant to policies adopted by county or municipal ordinances or resolutions of governing boards of special districts or to employees of the clerk of the circuit court pursuant to written policy of the clerk; or to a clothing and maintenance allowance given to plainclothes deputies pursuant to s. 30.49.

History.—Formerly s. 11, Art. XVI of the Constitution of 1885, as amended; converted to statutory law by s. 10, Art. XII of the Constitution as revised in 1968; s. 27, ch. 79-190; s. 1, ch. 80-114; s. 35, ch. 84-336; s. 3, ch. 92-90; s. 83, ch. 92-279; s. 55, ch. 92-326; s. 2, ch. 95-169; s. 5, ch. 98-320; s. 8, ch. 99-259.

215.43 Public bonds, notes, and other securities.

(1) **DEFINITIONS.**—As used in this section, the following words and term shall have the following meanings:

(a) The word "unit" shall mean any department, board, commission or other agency of Florida, or any county, city, town, village, district or any other political subdivision of the state, heretofore or hereafter created or established, or any board, commission, authority or other public agency or instrumentality which is now or may hereafter be authorized by law to issue bonds.

(b) The term "governing body" shall mean the officer or officers, or the department, board, body, council, commission, authority or other agency which is authorized by law to take the proceedings which are required to authorize or to provide for the issuance of bonds.

(c) The word "bonds" shall include all bonds, notes, certificates and other similar obligations and securities of a unit whether payable in whole or in part from the proceeds of ad valorem taxes, revenues or any other source.

(2) EXECUTION OF PUBLIC SECURITIES.—

(a) Any bonds heretofore or hereafter authorized to be issued by any unit under the provisions of any general, special or local law heretofore or hereafter enacted and any interest coupons attached thereto may, if so authorized by the governing body of such unit, bear or be executed with the facsimile signature of any official authorized by such law to sign or to execute such bonds or coupons; provided, however, that each such bond shall be manually signed by at least one official of such unit. In case any such law shall provide for the sealing of such bonds with the official or corporate seal of such unit or of its governing body or any official thereof, a facsimile of such seal may be imprinted on the bonds if so authorized by the governing body of such unit, and it shall not be necessary in such case to impress such seal physically upon such bonds.

(b) In case any officer whose signature or a facsimile of whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery, and any bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

History.—ss. 1, 2, ch. 57-763; s. 1149, ch. 95-147.

**THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES
FOR JUVENILE COMPETENCY EVALUATIONS &
PSYCHOLOGICAL EVALUATIONS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

WITNESSETH:

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Juvenile Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety/Court Psychology Office to perform expert witness professional services for Juvenile Competency evaluations and Psychological evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

1. SCOPE OF SERVICES:

The County, through its Department of Public Safety/Court Psychology Office, agrees to and shall conduct for the benefit of the Court system, either an evaluation of juveniles for mental competence to proceed and/or sanity at the time of the commissions of the offense and reporting as to whether the juvenile is competent to stand trial pursuant to the criteria set forth in Section 985.223, Florida Statutes (2007) and Rules 8.095(d) Florida Rules of Juvenile Procedures or a psychological evaluation to assist the court as requested. The County, through its Department of Public Safety/Court Psychology Office shall address and evaluate the juveniles mental capacity as more clearly defined in Attachment B.

2. QUALIFICATIONS:

Each Expert appointed by the Court shall:

- A. Have completed approved training as experts.
- B. To the extent possible, have completed either forensic evaluator training or be a psychiatrist, licensed psychologist, or physician.
- C. Provide a copy of his/her current occupational license to the Court.
- D. Be able to address and evaluate the juvenile's mental capacity.

3. INDEPENDENT CONTRACTOR:

The County, is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

4. TIME OF SERVICE:

Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

5. NON-ASSIGNABILITY/SUBCONTRACTORS:

All work shall be performed by the County's Department of Public Safety/Court Psychology Office and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

6. RECORD RETENTION/AUDIT:

The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration.

The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

7. AVAILABILITY OF FUNDS:

The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

8. COMPENSATION:

Pursuant to Section 916.115, Florida Statutes (2007), the Court shall pay the County for that portion of the evaluation and report pertaining to the defendant's competence to stand trial. That portion of the evaluation and report pertaining to the defendant's sanity at the time of the alleged offense shall be the responsibility of the defense.

The County agrees to accept and shall be compensated a fee of \$500.00 for each Competency Evaluation (including any court appearance) conducted as defined by this agreement. The County agrees to accept and shall be compensated a fee of \$500.00 for each

Psychological Examination (including any court appearance) conducted as defined by this agreement. Should both a Psychological Examination and a Competency Examination be performed on a juvenile, the County will be compensated no more than \$750.00 as a combined payment. Payment shall be rendered only at the conclusion of services provided. The Court will only be responsible for payment of a Competency Evaluation when an order, separate and apart from the Psychological Examination Order, has been entered. Payment for services rendered shall be made in accordance with F.S. 215.422, incorporated as Attachment A. If the County, through its Department of Public Safety/Court Psychology Office, is providing on-going services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The Court will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient for a proper pre- and post-audit, to the Administrative Office of the Court.

Those County employees requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement for the use of his/her personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.

Lodging and Meals: The Expert is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meals receipts are not required.

Unless otherwise directed, the Expert's requests for payment of fees shall be addressed to the Administrative Office of the Court, Palm Beach County Main Judicial Center, 205 North Dixie Highway, Suite 5.2500, West Palm Beach, FL 33401. Requests for payment must be submitted within 30 days following the end of the month in which services are provided. Failure to timely submit requests for payment may result in denial of payment.

9. TERMS AND CONDITIONS:

For the durations of the Agreement, the County, through its Department of Public Safety/Court Psychology Office, must not accept any other Agreements that would conflict with its obligations under this Agreement.

The County, through its Department of Public Safety/Court Psychology Office, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm

The terms and conditions described at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 112.061, Florida Statutes. All travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel which is available at http://www.flcourts.org/courts/crtadmin/bin/travel_tips.pdf.

A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.

10. NOTICE:

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

11. CANCELLATION AGREEMENT:

The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified.

Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court.

Expert may cancel this contract by giving sixty (60) days written notice to the Court.

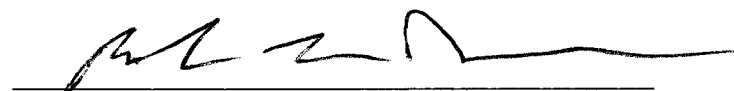
12. ENTIRETY OF AGREEMENT:

This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

13. TERM OF AGREEMENT:

This Agreement shall be effective on July 1, 2007, and shall terminate on June 30, 2008.

**THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA**



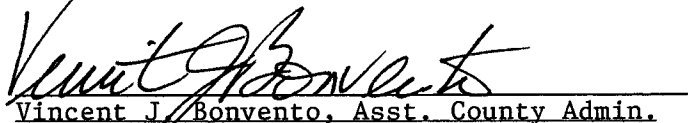
Barbara Dawicke, Trial Court Administrator
For the Florida State Courts System
205 N. Dixie Hwy, Suite 5.2500
West Palm Beach, FL 33401
(561) 355-2431

Date: 2/26/08

Approved as to Legal Form and Sufficiency

BY:  _____

Amy Borman
Title: General Counsel
Telephone: (561) 355-1927



Vincent J. Bonvento, Asst. County Admin.
Palm Beach County Board of County Commissioners
Address: 301 North Olive Avenue, 12th Floor
West Palm Beach, Florida 33401
Employer ID Number- 59:6000785

Date: 3/6/08

Approved as to Legal Form and Sufficiency

BY:  _____

Title: Assistant County Attorney
Telephone:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

BY: _____
Deputy Clerk

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215.405 State agencies and the judicial branch authorized to collect costs of fingerprinting.—Any state agency, or the judicial branch, exercising regulatory authority and authorized to take fingerprints of persons within or seeking to come within such agency's or the judicial branch's regulatory power may collect from the person or entity on whose behalf the fingerprints were submitted the actual costs of processing such fingerprints including, but not limited to, any charges imposed by the Department of Law Enforcement or any agency or branch of the United States Government. This provision shall constitute express authority for state agencies and the judicial branch to collect the actual costs of processing the fingerprints either prior to or subsequent to the actual processing and shall supersede any other law to the contrary. To administer the provisions of this section, a state agency, or the judicial branch, electing to collect the cost of fingerprinting is empowered to promulgate and adopt rules to establish the amounts and the methods of payment needed to collect such costs. Collections made under these provisions shall be deposited with the Chief Financial Officer to an appropriate trust fund account to be designated by the Executive Office of the Governor.

History.—s. 1, ch. 82-149; s. 1, ch. 82-201; s. 20, ch. 92-142; s. 215, ch. 2003-261.

215.42 Purchases from appropriations, proof of delivery.—The Chief Financial Officer may require proof, as he or she deems necessary, of delivery and receipt of purchases before honoring any voucher for payment from appropriations made in the General Appropriations Act or otherwise provided by law.

History.—s. 20, ch. 28115, s. 14, ch. 28231, 1953; s. 1148, ch. 95-147; s. 216, ch. 2003-261.

215.422 Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.—

(1) An invoice submitted to an agency of the state or the judicial branch, required by law to be filed with the Chief Financial Officer, shall be recorded in the financial systems of the state, approved for payment by the agency or the judicial branch, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the state shall contain a statement of the dispute and authorize payment only in the amount not disputed. The Chief Financial Officer may establish dollar thresholds and other criteria for all invoices and may delegate to a state agency or the judicial branch responsibility for maintaining the official invoices and documents for invoices which do not exceed the thresholds or which meet the established criteria. Such records shall be maintained in accordance with the requirements established by the Secretary of State. The transmission of an approved invoice recorded in the financial systems of the state to the Chief Financial Officer shall constitute filing of a request for payment of invoices for which the Chief Financial Officer has delegated to an agency custody of official records. Approval and inspection of goods or services

shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. If an invoice filed within the 20-day period is returned by the Department of Financial Services 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 Financial Services 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 or the judicial branch is deemed to receive an invoice on the date on which a proper invoice is first received at the place designated by the agency or the judicial branch. The agency or the judicial branch is deemed to receive an invoice on the date of the invoice if the agency or the judicial branch has failed to annotate the invoice with the date of receipt at the time the agency or the judicial branch 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 Department of Financial Services shall approve payment of an invoice no later than 10 days after the agency's filing of the approved invoice. However, this requirement may be waived in whole or in part by the Department of Financial Services on a showing of exceptional circumstances in accordance with rules and regulations of the department. If the 10-day period contains fewer than 6 working days, the Department of Financial Services shall be deemed in compliance with this subsection if the payment is approved within 6 working days without regard to the actual number of calendar days.

(3)(a) Each agency of the state or the judicial branch which is required by law to file invoices with the Chief Financial Officer 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 approved invoice; and date of issuance of the warrant in payment thereof. If the invoice is not filed or the warrant is not issued within the time required, an explanation in writing by the agency head or the Chief Justice shall be submitted to the Department of Financial Services in a manner prescribed by it. Agencies and the judicial branch shall continue to deliver or mail state payments promptly.

(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 or judicial branch shall pay to the vendor, in addition to the amount of the invoice, interest at a rate as established pursuant to s. 55.03(1) 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 Chief Financial Officer for payment whenever possible. If addition of the interest penalty is not possible, the agency or judicial branch shall pay the interest penalty payment 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 developed and adopted by the

Chief Justice for the judicial branch, and rules adopted by the Department of Financial Services or in a formal administrative proceeding before an administrative law judge of the Division of Administrative Hearings for state agencies, provided that, for the purposes of ss. 120.569 and 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 or the judicial branch of a corrected invoice or other remedy of the error. For purposes of this section, the nonsubmittal of the appropriate federal taxpayer identification documentation to the Department of Financial Services by the vendor will be deemed an error on the part of the vendor, and the vendor will be required to submit the appropriate federal taxpayer documentation in order to remedy the error. The provisions of this paragraph do not apply when the filing requirement under subsection (1) or subsection (2) has been waived in whole by the Department of Financial Services. The various state agencies and the judicial branch shall be responsible for initiating 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 or the judicial branch pursuant to this subsection. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve an agency or the judicial branch from the obligation to pay interest penalties under this section.

(c) An agency or the judicial branch 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 Financial Services shall apply to partial payments in the same manner as they apply to full payments.

(4) If the terms of the invoice provide a discount for payment in less than 30 days, agencies of the state and the judicial branch shall preferentially process it and use all diligence to obtain the saving by compliance with the invoice terms.

(5) All purchasing agreements between a state agency or the judicial branch and a vendor, applicable to this section, shall include a statement of the vendor's rights and the state's responsibilities under this section. The vendor's rights shall include being provided with the telephone number of the vendor ombudsman within the Department of Financial Services, which information shall also be placed on all agency or judicial branch purchase orders.

(6) The Department of Financial Services shall monitor each agency's and the judicial branch's compliance with the time limits and interest penalty provisions of this section. The department shall provide a report to an agency or to the judicial branch if the department determines that the agency or the judicial branch has failed to maintain an acceptable rate of compliance with the time limits and interest penalty provisions of this

section. The department shall establish criteria for determining acceptable rates of compliance. The report shall also include a list of late invoices or payments, the amount of interest owed or paid, and any corrective actions recommended. The department shall perform monitoring responsibilities, pursuant to this section, using the Department of Financial Services' financial systems provided in s. 215.94. Each agency and the judicial branch shall be responsible for the accuracy of information entered into the Department of Management Services' procurement system and the Department of Financial Services' financial systems for use in this monitoring.

(7) There is created a vendor ombudsman within the Department of Financial Services who shall be responsible for the following functions:

(a) Performing the duties of the department pursuant to subsection (6).

(b) Reviewing requests for waivers due to exceptional circumstances.

(c) Disseminating information relative to the prompt payment policies of this state and assisting vendors in receiving their payments in a timely manner.

(d) Performing such other duties as determined by the department.

(8) The Department of Financial Services is authorized and directed to adopt and promulgate rules and regulations to implement this section and for resolution of disputes involving amounts of less than \$1,000 in interest penalties for state agencies. No agency or the judicial branch shall adopt any rule or policy that is inconsistent with this section or the Department of Financial Services' rules or policies.

(9) Each agency and the judicial branch shall include in the official position description of every officer or employee who is responsible for the approval or processing of vendors' invoices or distribution of warrants to vendors that the requirements of this section are mandatory.

(10) Persistent failure to comply with this section by any agency of the state or the judicial branch shall constitute good cause for discharge of employees duly found responsible, or predominantly responsible, for failure to comply.

(11) Travel and other reimbursements to state officers and employees must be the same as payments to vendors under this section, except payment of Class C travel subsistence. Class C travel subsistence shall be paid in accordance with the schedule established by the Chief Financial Officer pursuant to s. 112.061(5)(b). This section does not apply to payments made to state agencies, the judicial branch, or the legislative branch.

(12) In the event that a state agency or the judicial branch contracts with a third party, uses a revolving fund, or pays from a local bank account to process and pay invoices for goods or services, all requirements for financial obligations and time processing set forth in this section shall be applicable and the state agency or the judicial branch shall be responsible for paying vendors the interest assessed for untimely payment. The state agency or the judicial branch may, through its contract with a third party, require the third party to pay interest from the third party's funds.

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(13) Notwithstanding the provisions of subsections (3) and (12), in order to alleviate any hardship that may be caused to a health care provider as a result of delay in receiving reimbursement for services, any payment or payments for hospital, medical, or other health care services which are to be reimbursed by a state agency or the judicial branch, either directly or indirectly, shall be made to the health care provider not more than 35 days from the date eligibility for payment of such claim is determined. If payment is not issued to a health care provider within 35 days after the date eligibility for payment of the claim is determined, the state agency or the judicial branch shall pay the health care provider interest at a rate of 1 percent per month calculated on a calendar day basis on the unpaid balance from the expiration of such 35-day period until such time as payment is made to the health care provider, unless a waiver in whole has been granted by the Department of Financial Services pursuant to subsection (1) or subsection (2).

(14) The Chief Financial Officer may adopt rules to authorize advance payments for goods and services, including, but not limited to, maintenance agreements and subscriptions. Such rules shall provide objective criteria for determining when it is in the best interest of the state to make payments in advance and shall also provide for adequate protection to ensure that such goods or services will be provided.

(15) Nothing contained in this section shall be construed to be an appropriation. Any interest which becomes due and owing pursuant to this section shall only be payable from the appropriation charged for such goods or services.

(16) Notwithstanding the provisions of s. 24.120(3), applicable to warrants issued for payment of invoices submitted by the Department of the Lottery, the Chief Financial Officer may, by written agreement with the Department of the Lottery, establish a shorter time requirement than the 10 days provided in subsection (2) for warrants issued for payment. Pursuant to such written agreement, the Department of the Lottery shall reimburse the Chief Financial Officer for costs associated with processing invoices under the agreement.

History.—s. 1, ch. 74-7; s. 1, ch. 77-174; s. 1, ch. 78-352; s. 3, ch. 79-106; s. 2, ch. 83-332; s. 8, ch. 85-104; s. 57, ch. 87-224; s. 1, ch. 89-200; s. 3, ch. 91-162; s. 21, ch. 92-142; s. 149, ch. 92-279; s. 55, ch. 92-326; s. 9, ch. 94-239; s. 1507, ch. 95-147; s. 32, ch. 95-312; s. 6, ch. 96-310; s. 44, ch. 96-410; s. 6, ch. 99-155; s. 19, ch. 99-399; s. 217, ch. 2003-261; s. 13, ch. 2006-122.

215.425 Extra compensation claims prohibited.—

No extra compensation shall be made to any officer, agent, employee, or contractor after the service has been rendered or the contract made; nor shall any money be appropriated or paid on any claim the subject matter of which has not been provided for by preexisting laws, unless such compensation or claim is allowed by a law enacted by two-thirds of the members elected to each house of the Legislature. However, when adopting salary schedules for a fiscal year, a district school board or community college district board of trustees may apply the schedule for payment of all services rendered subsequent to July 1 of that fiscal year. The provisions of this section do not apply to extra compensation given to state employees who are included within the senior management group pursuant to rules

adopted by the Department of Management Services; to extra compensation given to county, municipal, or special district employees pursuant to policies adopted by county or municipal ordinances or resolutions of governing boards of special districts or to employees of the clerk of the circuit court pursuant to written policy of the clerk; or to a clothing and maintenance allowance given to plainclothes deputies pursuant to s. 30.49.

History.—Formerly s. 11, Art. XVI of the Constitution of 1885, as amended; converted to statutory law by s. 10, Art. XII of the Constitution as revised in 1968; s. 27, ch. 79-190; s. 1, ch. 80-114; s. 35, ch. 84-336; s. 3, ch. 92-90; s. 83, ch. 92-279; s. 55, ch. 92-326; s. 2, ch. 95-169; s. 5, ch. 98-320; s. 8, ch. 99-259.

215.43 Public bonds, notes, and other securities.

(1) **DEFINITIONS.**—As used in this section, the following words and term shall have the following meanings:

(a) The word "unit" shall mean any department, board, commission or other agency of Florida, or any county, city, town, village, district or any other political subdivision of the state, heretofore or hereafter created or established, or any board, commission, authority or other public agency or instrumentality which is now or may hereafter be authorized by law to issue bonds.

(b) The term "governing body" shall mean the officer or officers, or the department, board, body, council, commission, authority or other agency which is authorized by law to take the proceedings which are required to authorize or to provide for the issuance of bonds.

(c) The word "bonds" shall include all bonds, notes, certificates and other similar obligations and securities of a unit whether payable in whole or in part from the proceeds of ad valorem taxes, revenues or any other source.

(2) EXECUTION OF PUBLIC SECURITIES.—

(a) Any bonds heretofore or hereafter authorized to be issued by any unit under the provisions of any general, special or local law heretofore or hereafter enacted and any interest coupons attached thereto may, if so authorized by the governing body of such unit, bear or be executed with the facsimile signature of any official authorized by such law to sign or to execute such bonds or coupons; provided, however, that each such bond shall be manually signed by at least one official of such unit. In case any such law shall provide for the sealing of such bonds with the official or corporate seal of such unit or of its governing body or any official thereof, a facsimile of such seal may be imprinted on the bonds if so authorized by the governing body of such unit, and it shall not be necessary in such case to impress such seal physically upon such bonds.

(b) In case any officer whose signature or a facsimile of whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery, and any bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

History.—ss. 1, 2, ch. 57-763; s. 1149, ch. 95-147.

ATTACHMENT B (JUVENILE)

The expert shall consider the following issues each of which shall be addressed in the report:

A. Whether the child is competent to stand trial pursuant to the criteria set forth in Rule 8.095(d), Florida Rules of Juvenile Procedure, and in determining and reporting relative to the child's competency to stand trial, said expert shall consider factors related to whether the child meets the criteria for competence to proceed; that is, whether the child has sufficient present ability to consult with counsel with a reasonable degree of rational understanding and whether the child has a rational and factual understanding of the present proceedings. Pursuant to Rule 8.095(d)(1)(B), Florida Rules of Juvenile Procedure, in considering, the competence of the child to proceed, the examining experts shall consider and include in their reports the child's capacity to:

- (1) Appreciate the charges or allegations against the child;
- (2) Appreciate the range and nature of possible penalties that may be imposed in the proceedings against the child, if applicable;
- (3) Understand the adversary nature of the legal process;
- (4) Disclose to counsel facts pertinent to the proceedings at issue;
- (5) Display appropriate courtroom behavior;
- (6) Testify relevantly; and
- (7) Any other factors they deem to be relevant.

Pursuant to Florida Rules of Juvenile Procedure, the report must include the requirements found under Rule 8.095(d)(1)(A-C) including the basis for the competency determination if it is concluded that the child is not competent to proceed.