12	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

11/17/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **October 9, 2026**

FROM: **Desiree Woroner, Director HR and Risk Management** **PHONE:** **904 209-0622**

SUBJECT OR TITLE: **Interlocal Agreement Guardian Ad Litem**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

39.8297 County funding for guardian ad litem employees.— (1) A county and the executive director of the Statewide Guardian ad Litem Office may enter into an agreement by which the county agrees to provide funds to the local guardian ad litem office in order to employ persons who will assist in the operation of the guardian ad litem office in the county. (2) The agreement, at a minimum, must provide that: (a) Funding for the persons who are employed will be provided on at least a fiscal-year basis. (b) The persons who are employed will be hired, supervised, managed, and terminated by the executive director of the Statewide Guardian ad Litem Office. The statewide office is responsible for compliance with all requirements of federal and state employment laws, and shall fully indemnify the county from any liability under such laws, as authorized by s. 768.28(19), to the extent such liability is the result of the acts or omissions of the Statewide Guardian ad Litem Office or its agents or employees. (c) The county is the employer for purposes of s. 440.10 and chapter 443. (d) Employees funded by the county under this section and other county employees may be aggregated for purposes of a flexible benefits plan pursuant to s. 125 of the Internal Revenue Code of 1986. (e) Persons employed under this section may be terminated after a substantial breach of the agreement or because funding to the guardian ad litem office has expired. (3) Persons employed under this section may not be counted in a formula or similar process used by the Statewide Guardian ad Litem Office to measure personnel needs of a judicial circuit's guardian ad litem office. (4) Agreements created pursuant to this section do not obligate the state to allocate funds to a county to employ persons in the guardian ad litem office. History.—s. 6, ch. 2012-123; s. 34, ch. 2024-70.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: The COUNTY agrees to reimburse the GAL at 100% the actual cost of salary, as well as for any and all payment of FICA taxes and insurance benefits, if applicable related to the individual hired in the position, not to exceed $83,299 ($60,192 base salary, $4,605 FICA; $18,139 health insurance and $363 pretax administrative assessment costs) over the term of the Agreement. GAL shall remain solely responsible for any amount(s) due to the employee more than the not-to-exceed amount.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-_____,approving the Interlocal Agreement between St. Johns County and the Statewide Guardian ad Litem Office for reimbursement of Administrative Specialist services in an amount not to exceed amount of $83,299; authorizing the County Administrator, or designee, to execute the Interlocal Agreement and any related documents necessary to implement and administer the Agreement.

For Administration Use Only:
Legal: Kealey West 11/2/2026 **OMB: Christopher Thompson 10/14/2026** **Admin: JDD 11/3/2026**

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE STATEWIDE GUARDIAN AD LITEM OFFICE FOR REIMBURSEMENT OF ADMINISTRATIVE SPECIALIST SERVICES; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies to enter into agreements for the joint performance of functions and the sharing of powers; and

WHEREAS, the Statewide Guardian ad Litem Office ("GAL") oversees and supports guardian ad litem services provided to children within Florida's dependency court system, including those within the Seventh Judicial Circuit serving St. Johns County; and

WHEREAS, the Board of County Commissioners recognizes the essential role of the Guardian ad Litem program in advocating for abused, abandoned, and neglected children within St. Johns County; and

WHEREAS, Section 39.8297, Florida Statutes, authorizes the Statewide Guardian ad Litem Office to enter into agreements with counties for the purpose of funding personnel to support the operation of guardian ad litem programs, including provisions for indemnification and allocation of employment responsibilities; and

WHEREAS, the County desires to support the mission and operational needs of the local Guardian ad Litem office by funding one (1) Administrative Specialist Other Personnel Services (OPS) position, to be hired and supervised by the GAL for the period of December 16, 2026, through September 30, 2027; and

WHEREAS, under the terms of the Interlocal Agreement, the County agrees to reimburse the GAL for actual wage costs, FICA, and employer health insurance benefits associated with the OPS position, not to exceed $83,299 during the Agreement term; and

WHEREAS, the Board finds the Interlocal Agreement to be in the public interest and supportive of critical services to children within St. Johns County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The Board of County Commissioners hereby approves the Interlocal Agreement between St. Johns County and the Statewide Guardian ad Litem Office for reimbursement of Administrative Specialist services.

Section 2. The County Administrator, or designee, is authorized to execute the Interlocal Agreement and any related documents necessary to implement and administer the Agreement.

Section 3. The Office of County Attorney is authorized, in coordination with the Clerk, to correct clerical, typographical, numbering, and formatting errors in this Resolution without further Board approval, provided corrections do not alter the substance, intent, or legal effect of the Board's action. Any correction shall be documented and maintained with the official Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ___ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By:_____
Deputy Clerk

AGREEMENT WITH STATEWIDE GUARDIAN AD LITEM OFFICE FOR REIMBURSEMENT OF ADMINISTRATIVE SPECIALIST SERVICES

THIS AGREEMENT, made and entered into on the dates specified herein, by and between the STATEWIDE GUARDIAN AD LITEM OFFICE (hereinafter "**GAL**") and the COUNTY OF ST JOHNS, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), which when referenced together shall be called "the Parties".

WHEREAS, Florida children involved in the State's dependency system have long been aided by the guardian ad litem offices located in the State's judicial circuits; and

WHEREAS, the Statewide Guardian ad Litem Office was created to provide oversight and technical assistance to guardian ad litem offices within the various circuit courts, including but not limited to the Seventh Judicial Circuit Guardian ad Litem Office for St. Johns County; and

WHEREAS, the St Johns County Commission ("Commission") recognizes the benefit the Seventh Judicial Circuit GAL Office provides to the County's children involved in the dependency system and desires to provide, within its discretion, additional personnel support to the local GAL office as set forth herein; and

WHEREAS, in the 2012 regular legislative session, the Florida legislature passed SB 1960, now codified in § 39.8297, F.S., which in pertinent part states that the Statewide Guardian ad Litem Office may enter into an agreement by which the county agrees to provide funding to the local guardian ad litem office in order to employ persons who will assist in the operation of the GAL office within the county, and that any such agreement, at a minimum, must provide that the statewide office shall fully indemnify the county for any liability for violation for state and federal laws by the Statewide Guardian ad Litem Office, its agents or employees as authorized by § 768.28(19), F.S., to the extent such liability is the result of the acts or omissions of the Statewide Guardian ad Litem Office or its agents or employees; and

WHEREAS, the Commission further desires the personnel services provided herein shall not result in it or the COUNTY bearing employment liability risk as a result of the fact that the County will not be able to manage, control, or oversee the personnel funded under this Agreement, nor the work environment in which such personnel will work; and

WHEREAS, the Commission desires to achieve these aims by entering into this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement is entered into pursuant to § 163.01, F.S., and the Parties have the authority pursuant to § 163.01, F.S., to enter into said Agreement concerning the provision of the GAL services under a joint exercise of power hereinafter described, and, in particular, to spell out the manner of employing necessary personnel pursuant to § 163.01(5)(g); and

NOW, THEREFORE, that for and in consideration of the terms, conditions and covenants hereinafter provided, the Parties agree as follows:

SECTION ONE: EXEMPTION FROM STATE SERVICE CHARGE

The payments from the COUNTY to the GAL made pursuant to this Agreement are (i) sourced from income of a revenue nature received from taxes and fees levied by the County, a political subdivision to the State of Florida; (ii) are intended for the exclusive use of the GAL; and (iii) pursuant to § 215.22(2), Florida Statutes, are exempt from the appropriation and service charge referenced in § 215.20, Florida Statutes.

SECTION TWO: GUARDIAN AD LITEM RESPONSIBILITIES

A. The GAL agrees to hire 1.0 FTE Other Personnel Services position with the title Administrative Specialist for the period of December 16, 2026 through September 30, 2027, with the primary duties and responsibilities of the position to include:

See attached Position Description, Attachment "A"

B. The GAL agrees to pay the individual hired in this position at the rate of $37.62 per hour for not more than forty (40) hours per week or a total not to exceed one thousand six hundred (1,600) hours during the nine-month period covered under this Agreement.

C. The GAL agrees to manage and supervise the individual hired in this position pursuant to GAL personnel policies and procedures.

D. The parties agree that all hiring, firing, discipline, assignment of duties, supervision, management and control of this individual will be the sole responsibility of the GAL.

E. The GAL agrees to be responsible for the payment of salary, as well as all FICA taxes, withholding taxes, service charges, unemployment taxes, retirement benefits, and insurance benefits, if applicable, related to the individual hired in the position.

F. The GAL agrees that said employee shall generally not be considered a COUNTY employee, except the COUNTY is the employer for purposes of s.440.10 and chapter 443, F.S. pursuant to s.39.8297, F.S.

G. Employees funded by the COUNTY and other COUNTY employees may be aggregated for purposes of a flexible benefits plan pursuant to s. 125 of the Internal Revenue Code of 1986.

H. The individual hired pursuant to this Agreement may be terminated after a substantial breach of the Agreement or because funding to the program has expired.

SECTION THREE: COUNTY RESPONSIBILITIES

A. The COUNTY agrees to reimburse the GAL at 100% the actual cost of salary, as well as for any and all payment of FICA taxes and insurance benefits, if applicable related to the individual hired in the position, not to exceed $83,299 ($60,192 base salary, $4,605 FICA; $18,139 employer health insurance; and $363 for pretax administrative assessment costs) over the term of the Agreement. The total amounts paid by GAL and/or reimbursed by St. John's County shall not exceed the amounts authorized herein.

B. The COUNTY shall provide payment under this Agreement on a cost reimbursement basis. Reimbursement shall be made monthly based on the GAL's submission and the COUNTY's approval of a monthly invoice. Payment shall be made in accordance with the Florida Local Government Prompt Payment Act. The GAL agrees to provide the COUNTY with documentation of all costs represented on the invoice, if requested, and the COUNTY may require documentation of expenditures prior to approval of the invoice and may withhold payment if services are not satisfactorily completed or the documentation is not satisfied. Any payment due or any approval necessary under the terms of the Agreement may be withheld until all evaluation and documentation expenditures due from the GAL and necessary adjustments thereto, have been approved by the COUNTY. However, the COUNTY agrees to use due diligence in approving and to proceed with the sense of urgency and priority in making reimbursement to the GAL.

C. The COUNTY shall only reimburse those reimbursable expenses that are reviewed and approved as complying with St Johns County Code of Ordinances, state laws and regulations, which are submitted in accordance with **Attachment B** – Expense Reimbursement Requirements. Evidence of payment by the Statewide Guardian ad Litem Office or the local guardian ad litem office within the Seventh Judicial Circuit shall be in the form of a letter, summarizing expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as **Attachment C**.

D. After the Clerk of the County Commission examines and approves the request for reimbursement, the Commission shall consider approval of the reimbursement and require that reimbursement be made to the entity that submitted the request. The total of said reimbursement expense payments shall not exceed the total amount authorized by the St John's County Commission through the budgetary process.

E. Reimbursement by the County shall be made to the GAL at the following address:

Statement Guardian ad Litem Office
Financial Resources
P.O. Box 10628
Tallahassee, Florida 32302

SECTION FOUR: PUBLIC RECORDS AND HOLD HARMLESS

A. All records and contracts required by this Agreement shall be available for audit, inspection or copying during normal business hours and as often as the COUNTY, through their employees or agents may deem necessary and appropriate, except for those records that are confidential and exempt from disclosure pursuant to Florida law. Such records shall be maintained by the GAL in accordance with the State retention schedule. The COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement as permitted by law.

B. The GAL shall maintain at the office within the Seventh Judicial Circuit the complete and accurate records and supporting documentation of the work and/or services provided by this position, as well as expenses, costs, invoices, and materials provided and performed and chargeable by the GAL to the COUNTY.

C. Any questions regarding the application of Chapter 119, Florida Statutes, to the COUNTY or GAL's duty to provide public records relating to this contract, should be directed to the Guardian ad Litem custodian of public records:

Candace Brascomb
P.O. Box 10628
Tallahassee, FL 32302
(850) 922-7204
Candace.Brascomb@gal.fl.gov

D. The Statewide GAL Office is responsible for compliance with all requirements of federal and state employment laws, and shall fully indemnify the COUNTY from any liability under such laws, as authorized by § 768.28(19), F.S., to the extent such liability is the result of the acts or omissions of the Statewide Guardian ad Litem Office or its agents or employees, including but not limited to claims arising under Title VII of the Civil Rights Acts of 1964; Title I of the Americans with Disabilities Act, 43 U.S.C. § 1983; the Family Medical Leave Act; the Fair Labor Standards Act;, 447 and 760, Florida Statutes; § 112.3187, F.S; and, the Age Discrimination in Employment Act, as amended from time to time. Regardless of anything set forth in this Agreement to the contrary, nothing in this Agreement shall be construed or otherwise interpreted to require one party to indemnify or

insure the other party for the other party's own negligence or to assume any liability for the other party's negligence in contravention of § 768.28(19), F.S.

SECTION FIVE: TERM/EFFECTIVE DATE

At the conclusion of this term, the Parties may agree to renew this agreement for the following fiscal year. Absent written agreement to continue the terms of this Agreement by September 30, 2027, this Agreement shall lapse and/or automatically terminate. Continuation of this Agreement is subject to annual appropriation by the Council.

SECTION SIX: BUDGET

Any and all funds provided by the COUNTY shall be used for the position described herein and any unused portions of funds shall be returned to the COUNTY within (30) days of the end of the state fiscal year 2026-27, with an accounting summary to reflect how and to what extent funds were used.

SECTION SEVEN: PUBLIC RECORDS

The Parties acknowledge that this Agreement and any related financial records, audits, records, plans, correspondence and other documents related to this agreement may be subject to public disclosure pursuant to Chapter 119, Florida Statutes. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party, without prejudice to any right or remedy, and after giving that party five (5) days written notice and that party fails to allow access to such documents within that period, may terminate this Agreement.

SECTION EIGHT: COMPLETE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The foregoing sets forth the terms and conditions of the Agreement between the GAL and the COUNTY. This Agreement takes effect on the date last signed below.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective absent a written document executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with Statewide Guardian ad Litem Office for reimbursement of Administrative Specialist services on the respective dates under each signature becoming effective on the date of the last signature.

ATTEST:

By:_____
Joy Andrews
County Administrator

Dated:_____

COUNTY OF ST JOHNS

By: _____
Chair

Dated:_____

ATTEST:

By: _____
Name: _____
Title: _____

Dated:_____

STATEWIDE GUARDIAN AD LITEM OFFICE

By: _____
Name: Dennis W. Moore
Title: Executive Director

Dated:_____

Attachment A: Position Description

POSITION NUMBER

PRESENT ORG CODE 21- - - -

PROPOSED ORG CODE 21- - - -

POSITION DESCRIPTION

STATE OF FLORIDA
STATEWIDE GUARDIAN AD LITEM OFFICE

FOR PERSONNEL USE ONLY			
CLASS CODE	TRANSACTION TYPE	EFFECTIVE DATE	APPROVED BY/DATE
C LASS TITLE			

DETAILED INSTRUCTIONS FOR THE COMPLETION OF THIS FORM ARE ATTACHED

1. STATEWIDE GUARDIAN AD LITEM OFFICE	5. CLASS CODE		CLASS TITLE
2. CIRCUIT C/O	PRESENT	8003	Administrative Specialist 1
3. OFFICE STATEWIDE GUARDIAN AD LITEM	PROPOSED		
4. SECTION	6. WORKING TITLE		Secretary, Receptionist, Clerk

7. DUTIES AND RESPONSIBILITIES

DESCRIPTION OF PRIMARY JOB FUNCTION (S)

This is responsible work performing secretarial and clerical duties for staff and volunteers. The secretary specialist works independently under general supervision and must exercise discretion with sensitive and confidential information.General Duties and Responsibilities include, but are not limited to, the following :

- Typing error free correspondence and reports using a word processing program.
  - Reviewing work done by others to check for correct spelling and grammar, ensuring that program format policies are followed, and recommending revisions.
  - Ensuring the timely filing of GAL reports with the courts and other parties.
- Ordering and dispensing supplies. Preparing purchase requisitions and travel reimbursement requests for approval
- Making travel, meeting, and conference arrangements. Scheduling and confirming appointments for volunteers, staff and/or supervisors.
- Setting up and maintaining paper and electronic filing systems for records, correspondence, and other material.
- Answering telephones and giving information to callers, taking messages, or transfering calls to appropriate individuals.
- Greeting visitors and callers, handling their inquiries, and directing them to the appropriate persons according to their needs.
- Opening, reading, and distributing incoming mail and other material. Mailing newsletters, promotional material, and other information. Making copies of correspondence and other printed material. Operating electronic mail systems and coordinating the flow of information both internally and with other organizations.
- Operating office equipment such as fax machines, copiers, and phone systems, and using computers for spreadsheet, word processing, database management, and other applications.
- Establishing collaborative, customer focused, working relationships with all members of the circuit wide GAL staff and volunteers as well as with child welfare personnel, court personnel, other state and local government personnel, and the general public.
- May be asked to support the Supervising Attorney to serve as the appeals coordinator for the Circuit, providing documentation and files to the appellate office.

8. THIS POSITION REPORTS TO (POSITION #):	11. COUNTY/CODE	12. CITY	13. SHIFT CODE	14. FTE
9. CLASS CODE:			0	1.0
10. CLASS TITLE:	15. BUDGET ENTITY:			

Attachment A: Position Description

	21310000

16. List class code, class titles and position number of subordinate positions:
None

17. Working hours: (a) daily from: to: Lunch from: to: (b) total hours in work week: (c) explain any variation in work week (split shifts, rotation, etc, _--must be approved per alternative work week Policy# **21-02-002**

18. ☐ YES ☒ NO	This position has financial disclosure responsibility (112.3145, F.S.)
19. ☐ YES ☒ NO	This position performs as a purchasing agent (regardless of title) with power to make a purchase exceeding the threshold amount provided for in s. 287.017, F.S. for Category One (currently $15,000 or grated as indexed annually by the Department of Management Services). "Purchasing Agent" means a public officer or employee having the authority to commit the expenditure of funds through a contract for, or the purchase of, any goods, services or interest in real property for an agency as opposed to request or requisition a contract or purchase by another.
20. ☐ YES ☒ NO	This position has vendor invoice/warrant processing responsibility (215.422, F.S.). If yes, then within this positions scope of responsibility and control the incumbent is: A. Responsible for timely and accurate processing and/or approval or receipt of goods/services, vendor invoices, and/or warrants for payment of goods received or services rendered to avoid automatic interest payments to said vendors. B. Responsible for adhering to the provisions and requirements of s. 215.422, F.S.; related State Comptroller's rules and GAL invoice processing and warrant distribution procedures. **Unless otherwise provided to the incumbent in writing, timely processing of the vendor's invoice means:** Upon receipt of the goods or services, the department has five (5) working days to approve and inspect the goods or services unless the bid specifications, purchase order or contract specifies otherwise. A complete and accurate invoice package must be submitted for payment to the disbursement operations office or district financial services office, as appropriate within five (5) calendar days from the latter of the receipt of an invoice or the receipt, inspection and approval of the goods or services. Bona fide disputed amounts must result in contact with the vendor within this five (5) calendar day period. If only a portion of the invoice is disputed, the remaining undisputed amount should be approved for payment and a statement of the dispute should be attached to the invoice package.
21. ☐ YES ☒ NO	This position requires a valid class "E" Driver License

22. Changes to the position description indicate specifically what has changed in the position description since it was last updated, reclassified or add/deleted. Include specific functions or duties and/or responsibilities that have been added or taken away. (attach additional pages if necessary):

23. Knowledge, skills & abilities for this position (list in order of importance – attach additional pages if necessary):

- Knowledge of the rules of English grammer, spelling and punctuation and arithmetic
- Knowledge of office practices and procedures
- Skill in the use of personal computers and MicroSoft Office products, and various types of office machinery (photocopoiers, calculators, telephones, fax machines, etc.)
- Ability to communicate effectively with all stakeholders and with people facing varying degrees of stress and emotional instability
- Ability to set up, organize and maitain a comprehensive filing system
- Ability to apply office policies and procedures to assigned work
- Ability to maintain strict confidentiality
- Ability to work patiently with the general public and to work effectively and cooperatively with staff.

24. As **immediate supervisor** of this position, I certify that the statements above, to the best of my knowledge accurately describe this position:

SIGNATURE/TITLE: _____ DATE: _____

25. As **incumbent** of this position, I certify that the statements above and as explained by my immediate supervisor, to the best of my knowledge accurately describe the duties officially assigned to this position. If the employee does not agree, mark "Do Not Agree" ☐ DO NOT AGREE

SIGNATURE/TITLE: _____ DATE: _____

26. Approval by **Reviewing Authority** (example: Executive Director, Circuit Director, Program Director)

SIGNATURE/TITLE: _____ DATE: _____

27. Approval by Administrative Services Director or Executive Director

SIGNATURE/TITLE: _____ DATE: _____

Attachment B: Expense Reimbursement Requirements

PART VII

FLORIDA PROMPT PAYMENT ACT

218.73 Timely payment for non-construction services. -- The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

(1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or

(2) If a proper invoice is not received by the local governmental entity, the date:

(a) On which delivery of personal property is accepted by the local governmental entity;

(b) On which services are completed;

(c) On which the rental period begins; or

(d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.

History.--s. 4, ch. 89-297; s. 2, ch. 95-331; s. 2, ch. 2001-169.

218.74 Procedures for calculation of payment due dates. --

(1) Each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.

(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

(3) If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.

(4) All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

History.--s. 4, ch. 89-297; s. 4, ch. 95-331; s. 4, ch. 2001-169.

218.75 Mandatory interest. --

ATTACHMENT B

No contract between a local governmental entity and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under this part.

History.--s. 4, ch. 89-297; s. 5, ch. 2001-169.

218.76 Improper payment request or invoice; resolution of disputes. --

(1) In any case in which an improper payment request or invoice is submitted by a vendor, the local governmental entity shall, within 10 days after the improper payment request or invoice is received by it, notify the vendor that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper.

(2) In the event a dispute occurs between a vendor and a local governmental entity concerning payment of a payment request or an invoice, such disagreement shall be finally determined by the local governmental entity as provided in this section. Each local governmental entity shall establish a dispute resolution procedure to be followed by the local governmental entity in cases of such disputes. Such procedure shall provide that proceedings to resolve the dispute shall be commenced not later than 45 days after the date on which the payment request 1or proper invoice was received by the local governmental entity and shall be concluded by final decision of the local governmental entity not later than 60 days after the date on which the payment request or proper invoice was received by the local governmental entity. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the local governmental entity, then interest charges shall begin to accrue 15 days after the local governmental entity's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

(3) In an action to recover amounts due under ss. 218.70-218.80, the court shall award court costs and reasonable attorney's fees, including fees incurred through any appeal, to the prevailing party, if the court finds that the non-prevailing party withheld any portion of the payment that is the subject of the action without any reasonable basis in law or fact to dispute the prevailing party's claim to those amounts.

History.--s. 4, ch. 89-297; s. 6, ch. 2001-169.

1Note.--The word "or" was inserted by the editors.

Attachment C: Example Reimbursement Request Cover Letter

July 1, 2025

Dear _____:

This is to request your approval and payment of this invoice for the services of Celeste Payne.

$ = Regular Wages from _____ to _____
$ = Employer benefit cost (i.e. Social Security, Medicare, Health Insurance, etc)
$ = Total Amount Due

Please remit payment in full immediately. The payment should be made payable to the Florida Statewide Guardian Ad Litem Office.

The mailing address is:
Florida Statewide Guardian Ad Litem Office
P.O. Box 10628
Tallahassee, FL 32302-3628

Your favorable consideration of this request is appreciated.

Sincerely,

David Windle
Director of Budget & Finance

Enclosure (Payroll Register)