IN THE SUPREME COURT OF FLORIDA

MARJORIE MAE GERRY,

Petitioner,

vs.

DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES, STATE OF FLORIDA,

Respondent.

CASE NO. 66,192

RESPONDENT'S ANSWER BRIEF

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STATEMENT OF FACTS AND PROCEDURE

The Respondent, Department of Health and Rehabilitative Services, accepts the Petitioner's Statement of Parties, Case and Facts, with the following additions.

Following a child protective investigation, two Petitions for Dependency were filed in the trial court regarding the child B. B. On December 19, 1983, HRS filed a Petition for Dependency (App. 1), alleging that the child had been placed in emergency shelter care as a result of injuries causing his hospitalization and for which the explanations of the mother and her companion were significantly inconsistent with the injuries observed and diagnosed on the child, which were more consistent with child abuse. The petition alleged the child had been severely injured, having severely impaired or perhaps destroyed vision, and having impaired use of both legs and one arm, and having lost the ability to sit up or support his head with his own strength. The petition further alleged a failure of the mother to maintain welfare benefits for the child and to maintain the child's immunizations, which were available from the county health unit. The Department's petition alleged that the child's physical condition required a great deal of physical therapy and other rehabilitative efforts which the mother was unable to provide, and prayed for an adjudication of dependency and placement in foster care, with the Department being empowered to authorize needed medical treatment, including emergency surgery.

The next day the Circuit Coordinator of the Guardian ad Litem Program filed a Petition for Dependency and Temporary Custody in the same case, alleging the same facts with substantially greater specificity (App. 3).

Following a hearing, the trial judge found that the child had received injuries which had left him with severe physical handicaps, that the mother's explanation was not consistent with the medical evidence, and that the mother was unable to provide for the child's current physical and medical care. The court adjudicated the child dependent, placed the child in the temporary custody of HRS for foster care, and empowered the agency to authorize needed medical care including emergency surgery (App. 7).

Following appointment of counsel for the mother, a meeting was held for the negotiation of a performance agreement. When it appeared that the mother and her counsel were not prepared to go forward with negotiations, an extension of time for preparation of a performance agreement was sought from the court (App. 8), and a thirty (30) day extension was granted (App. 9). The agency, the Guardian ad Litem and the mother continued to negotiate, were unable to reach agreement, and agreed to present an ore tenus Motion for Performance Agreement to the trial judge. With the consent of all parties, an ore tenus motion was presented to the judge on March 6, 1984, with the agency and the mother moving for entry of a performance agreement, and the Guardian ad Litem essentially advocating prompt commencement of permanent commitment proceedings.

the Guardian ad Litem did not oppose a ninety (90) day performance agreement provided that the goal of that performance agreement was permanent commitment of the child. The trial judge denied the Motions for Performance Agreement, and ordered the Guardian ad Litem to file a Petition for Permanent Commitment for Subsequent Adoption, ruling that if the allegations were sustained, permanent commitment would be granted without a prior performance agreement (App. 10, 11).

The mother's Petition for Writ of Certiorari, and subsequent Petition for Review in this court, followed thereafter.

SUMMARY OF ARGUMENT

The statutory history of §409.168 shows this statute to be a remedial (not a penal) statute designed specifically by the legislature to remedy the evil of prolonged stay in foster care by dependent children. The statute has always been designed to promote a prompt achievement of permanent placement for the child, either in its natural family or in an adoptive home.

While the legislature has always had a preference for rehabilitation of distressed families and return of the children in foster care to their natural families, as expressed in Fla. Stat. 39.001(2)(c), the remedial character of §409.168 is shown by the statement of legislative intent in §409.168(1). From its enactment in 1976 until the amendment in 1984 this statute was neutral as between return to the parents or permanent commitment for subsequent adoption. Its purpose was to promptly achieve permanence of either type, so as to remove the child from the limbo of foster care.

The "cause of action" for permanent commitment for subsequent adoption is created by Fla. Stat. 39.41(1)(f)1 (1983) and its predecessors as one of several dispositions available to the juvenile judge following adjudication of dependency. While permanent commitment promptly after adjudication of dependency is uncommon, its availability is apparent from the words of the statute itself, and has been recognized by this court in Noeling v. State, 87 So 2d 593 (Fla. 1956). In all amendments to this statute, including the

1984 amendments, the legislature has kept this option intact.

Section 409.168 first introduced the performance agreement concept in 1980, when amended by Chapter 80-102, Laws of Florida (1980). Then and ever since, the "requirement" for performance agreements applied only to children in foster care. This section does not and has never required performance agreements for children in emergency shelter care or precluded the permanent commitment granted in Burk v. Department of Health and Rehabilitative Services, 453 So 2d 220 (Fla. 5th DCA, 1984) (under review, S.C. Docket No. 65,790).

In some unusual cases, and this may be one, the abuse or neglect of the child may be so extreme and the likelihood of family rehabilitation so remote as to justify permanent commitment of the child without entry into a prior performance agreement.

In this case the trial judge committed the child to HRS for foster care, and empowered the agency to obtain medical and surgical care for the child. He ordered the Guardian ad Litem to pursue a petition for permanent commitment only when the parties were unable to come to terms on a performance agreement. The trial judge's Order makes clear that in his opinion this may be a case warranting early permanent commitment, and he will make that decision following a full trial of the issue.

In so doing the trial judge is exercising authority granted in §409.168, and also possessed inherently by the juvenile court as a court of equity. The statute allows a juvenile judge to amend

or modify the terms of a performance agreement or plan, sua sponte, and the court has inherent power to direct responsible parties to file pleadings in the interest of juveniles, State, Dept. of HRS v. Hollis, 439 So 2d 947 (Fla. 1st DCA, 1983).

In this case the mother, the agency, and the child (i.e., the Guardian ad Litem) were in disagreement over the reasonable likelihood of success of rehabilitation and the advisability or terms of a performance agreement. They took their problem to the judge. Had a performance agreement or plan already been in place, the trial judge could have exercised his powers of modification to do what he did. He cannot be held in error for taking this action when the parties confess they cannot agree, and request his resolution of their dispute.

The certified question should be answered in the negative and the decision of the District Court of Appeal affirmed.

ISSUE I

WHETHER EITHER A PERFORMANCE AGREEMENT OR A PERFORMANCE PLAN AS PRESCRIBED BY SECTION 409.168 IS A PREREQUISITE TO PERMANENT COMMITMENT PROCEEDINGS PURSUANT TO SECTION 39.41(1)(f)1.a.?

The certified question should be answered in the negative. The statutory history of Fla. Stat. 409.168 shows that the purpose of this statute is to remedy the problem of prolonged stay in foster care by dependent children, and to promote an early permanent resolution of the child's placement. Unlike certain other statutes, Fla. Stat. 409.168 is facially indifferent to the form of permanent placement. This placement may be either a return to the natural family, a permanent commitment for subsequent adoption, or, more recently, a deliberate choice for long-term foster care. This statute is intended to provide the juvenile court with objective criteria for making an informed choice among these alternatives.

This result is also mandated by the prior case law from this court and the interplay between §409.168 and §39.41, which provides the juvenile court with the lawful dispositional alternatives for dependent children. This court has long recognized the possibility of permanent commitment of children for subsequent adoption very early in the dependency proceedings, and no legislative modification of either Chapter 39 or Chapter 409 shows any legislative intent to remove this alternative from the trial judge.

Section 409.168 was first enacted in Chapter 76-258, Laws

of Florida (1976). It was a "judicial review" statute, designed to provide review by the juvenile judge of the status of children in foster care, to the end that their stay in foster care be as brief as possible. This statute provided a brief statement of legislative intent:

> The Legislature finds that 7 out of 10 children placed in foster care do not return to their biological families after the first year and that permanent homes could be found for many of these children if their status were reviewed periodically and they were found eligible for adoption. It is the intent of the Legislature, therefore, to help ensure a permanent home for the children in foster care by requiring a periodic review and report on their status.
>
> Fla. Stat. 409.168(1) (1977)

From this language it is apparent that the legislature regarded this statute as one which would in fact further permanent commitment of foster children for subsequent adoption, particularly when the reviewing juvenile judge felt such action was necessary to remove the child from foster care when return to the parents was not possible. The operative portion of this statute provided:

> In each case in which the custody of a child has been awarded to the department or a licensed child placing agency and such child has remained in foster care for a continuous period of 6 months, the department or licensed child placing agency shall petition the court in the county where the child resides to review the status of the child. The department shall make an investigation and social study concerning all pertinent details relating to the child and shall furnish the court with a written report including its recommendations.

> The court shall then review the status of the child and may hold a hearing to determine if the child should be continued in foster care or returned to a parent, guardian or relative or if proceedings should be instituted to terminate rights and legally free such child for adoption.

This statute is clearly seen to be a remedial statute. The evil to be remedied is a poignant one; the legislature determined that children were staying too long in foster care, and determined to provide a vehicle for the removal of children from foster care. Permanent homes, rather than temporary foster care placements, should be found for these children. These permanent homes could be with their natural families, with relatives or guardians, or with adoptive parents. This statute is facially neutral among these alternatives; any of them would provide a way for the child to escape foster care. In both the intent paragraph and the operative paragraph, the legislature recognized that removal of the child from foster care might well involve permanent commitment of that child for subsequent adoption, so that the legislative goal of permanence for the child could be achieved through adoption into a new family.

In 1980 the legislature rewrote this section extensively, and introduced the concept of performance agreement. The legislative intent remained the pursuit of permanent homes for foster children, either by return to the natural parents or by placement for adoption. In Chapter 80-102, Laws of Florida (1980), the above quoted sub-paragraph (1) of §409.168 was amended to read

as follows:

> The Legislature finds that 7 out of 10 children placed in foster care do not return to their biological families after the first year and that permanent homes could be found for many of these children if their status were reviewed periodically and they were found eligible for adoption. It is the intent of the Legislature that permanent placements with their biological or adoptive families be achieved as soon as possible for every child in foster care and that no child remain in foster care longer than 1 year. It is the intent of the Legislature, therefore, to help ensure a permanent home for children in foster care by requiring a performance agreement and a periodic review and report to the court on their status. (Amendments underlined)

Again, the legislative intent of this section was facially neutral as between biological or adoptive families. The legislature's primary concern in this section was that children not remain indefinitely in foster care, but that permanent placements be found. The requirement, created in some detail, for performance agreements or performance plans, gave the trial judge objective and measurable criteria to examine in reviewing the status of the children and in determining whether continued foster care, return to the parents, or commencement of permanent commitment proceedings, should be pursued.

In this same chapter, Chapter 80-102, Laws of Florida (1980), the legislature also amended §39.41 to add to the statutory grounds for permanent commitment the failure of the parent or parents to substantially comply with a performance agreement entered into under §409.168.

The statutory grounds for permanent commitment of a child to the agency for permanent commitment come in two major parts. One part speaks to the child, i.e., the trial judge must find that permanent commitment is manifestly in the best interest of the child. The second part deals with the parents, and prior to the enactment of Chapter 80-102, one of three statutorily enumerated elements was required. These were (1) parent has abandoned, abused or neglected the child; or (2) the persons served with notice of the action failed to properly respond (that is, default after proper service); or (3) voluntary surrender of the child by the parent or parents. Thus, some dereliction or consent by the parents must be proven, and the permanent commitment must be manifestly in the best interest of the child.

It is of the utmost significance that in enacting Chapter 80-102 (1980), the legislature did not abolish any of the pre-existing grounds for permanent commitment. Instead, it simply enacted one additional ground, i.e., failure to substantially comply with a performance agreement. Thus the legislature clearly did not intend that a performance agreement and its substantial breach by the parents be the only basis on which permanent commitment could be granted.

Section 39.41 provides that permanent commitment for subsequent adoption is one of the dispositional alternatives available to the juvenile court on adjudication of dependency. It has been the law in this court for decades that this statute means what it

has always said, and that in a proper case, on proper notice, pleadings, and proof, permanent commitment may be sought through the initial pleading in dependency.

> [T]here is no reason why the original petition cannot cover both a prayer for determination of dependency as well as for an order permanently committing for subsequent adoption.
>
> Noeling v. State, 87 So 2d 593, 597 (Fla. 1956)

Noeling has never been overruled by this court or modified by statute. The legislature is presumed to know the law, including the judicial construction of statutes, Collins Investment Company v. Metropolitan Dade County, 164 So 2d 806 (Fla. 1974), and the legislature is presumed to intend every part of a statute for a purpose, Stein v. Biscayne Kennel Club, 15 Fla. 306, 99 So 364 (1940), Lee v. Gulf Oil Corporation, 148 Fla. 612, 4 So 2d 868 (1941).

The statutory grounds for permanent commitment of children, both before and after the enactment of Chapter 80-102, Laws of Florida (1980) are stated in the alternative. The legislature therefore intended to preserve in tact the doctrine of Noeling that an action for permanent commitment could be based on the manifest best interest of the child together with the parents abandonment, abuse or neglect of that child. The legislature also intended that permanent commitment could be based on the manifest best interest of the child and the failure of the parents to substantially comply with a performance agreement. For the

latter to occur, it is of course necessary that there be a performance agreement for the parents to breach, but the legislature preserved the option of permanent commitment early in the dependency proceedings, and did not make the performance agreement a condition precedent to prosecution of a permanent commitment action.

Indeed, a careful reading of Chapter 80-102, Laws of Florida (1980), shows that performance agreements were intended to make permanent commitments easier, rather than more difficult. The parents of children in foster care could refuse to voluntarily surrender their children, could properly respond to notices of actions, and could abstain from further abandonment or abuse of the children while they were in care. The parents could also maintain marginal relationships with their children, doing essentially nothing to enable the return of the children to their own custody, while preventing permanent adoptive placement of the children. While the agency frequently asserts that such conduct is neglect, the length of the chancellor's foot does vary. In such situations, the performance agreement statute requires not only the agency but also the parent to undertake specific affirmative steps toward the return of the children, and requires a reasonable deadline for those steps to be accomplished. It is in essence a "put up or shut up" statute, applying to both the parents and the agency. Its purpose is to prevent either the agency or the parents from allowing the children to languish in foster care with no permanent resolution of their status. Breach of the

performance agreement, or substantial compliance with it, is objectively provable and reviewable, and these agreements remove the subjectivity often found in earlier permanent commitment litigation. In making substantial breach of a performance agreement a basis for permanent commitment, the legislature has created an objectively available criteria for determining that the parents have or have not made progress toward the return of their children sufficient to justify that return, or sufficient to justify a continuation of rehabilitative efforts. If neither is justified, the court is authorized by statute to terminate parental rights and achieve permanence through subsequent adoption.

No purpose of this statute is furthered by requiring performance agreements in every instance. In stating the grounds for permanent commitment in the alternative, the legislature has recognized that in some cases of abandonment, abuse or neglect the prompt permanent commitment of the child may be justified. The legislature has made that prompt permanent commitment possible, and this court has recognized its availability. The Fifth District Court of Appeal, in Burk v. Department of Health and Rehabilitative Services, 453 So 2d 220 (5th DCA, 1984), presently under review in this court as Docket No. 65,790, recognized that the requirement of a performance agreement in every instance could produce absurd results.

> For example, notwithstanding a clear case of child abuse or abandonment, the consequences of which would be inevitable permanent commitment, HRS would have no choice but to enter into a performance agreement.
>
> 453 So 2d at 222

In such cases, the requirement of a performance agreement would frustrate rather than further the legislative intent. It would prolong, rather than shorten, the child's stay in foster care. The legislature has not mandated such a result, and neither should this court.

The governing statutes at the commencement of this action were found in Florida Statutes, 1983. Both §409.168 and §39.41 (1)(f)1 were amended in Chapter 84-311, Laws of Florida (1984), effective October 1, 1984. A close analysis of the substantive language of these statutes, both before and after the 1984 amendments, confirms that the certified question should be answered in the negative.

In both versions, §409.168 is a statute of limited applicability. In the earlier version, the performance agreement/performance plan requirement was triggered by the transfer of custody of the child to the agency and placement of the child in foster care:

> In each case in which the custody of a child has been vested either voluntarily or involuntarily in the social service agency and the child has been placed in foster care, a performance agreement shall be prepared within 30 days after the placement and shall be submitted to the court.
>
> Fla. Stat. 409.168(3)(a) (1983)

Thus this statute did not operate on any child until (1) custody of the child had been transferred to the agency, and (2) the child had been placed in foster care. This threshold

requirement was relied upon by the Fifth District Court of Appeal in Burk v. HRS, supra, in rejecting that mother's contention that the performance agreement requirement was triggered by placement of the child in an emergency shelter.

(Sections 39.401 and 39.402 govern the taking into custody of a child thought to be dependent. These statutes set forth grounds for taking a suspected dependent child into custody, provide for prompt judicial review, and severely limit the time a child may be held in shelter pending an adjudicatory hearing on the issue of dependency. If the child is in fact adjudicated dependent, the child may be continued in emergency shelter for an additional period of time pending a dispositional hearing.)

While a child is in emergency shelter, that child is not in foster care and therefore not subject to the requirements of a performance agreement. Indeed, the making of a performance agreement prior to the court's entry of a dispositional order would be premature and presumptive, as the court has not disposed of the case; it would be a practical impossibility, as the occurrence of a contested adjudicatory and dispositional hearing indicates the absence of agreement between the agency and the parents, so that the only interim "plan" would of necessity be to pursue the litigation and await the disposition order of the court. The court, of course, retains the option on proper pleading and notice to make its disposition order one of permanent commitment for subsequent adoption, or to order the commencement of such a proceeding; Noeling v. State, supra.

Contrary to the assertion of the mother in the instant case, the 1984 amendments do not alter this procedure. In Chapter 84-311, Laws of Florida (1984), the legislature amended §39.41(1)(d) by adding the following sentence:

> After the child is committed to the temporary custody of the department, all further proceedings under this section shall additionally be governed by s. 409.168.

The new language relied upon by Petitioner has no application until after a child has been adjudicated dependent and a dispositional order entered. Since this language does not inhibit the entry of an order of permanent commitment at the dispositional stage itself, the possible permanent commitment at disposition contemplated in Noeling v. State remains a lawful possibility. This alone is a sufficient basis for this court to answer the certified question in the negative.

The facts of this case illustrate another factual situation in which the execution of a performance agreement or plan is not a condition precedent to an action for permanent commitment. In Chapter 84-311, Laws of Florida (1984), the wording of §409.168 was substantially revised. The statement of legislative intent was enlarged, and for the first time recited in this section the legislative preference for return of the children to the natural families. (This represented a change only in the focus of this section, as the legislative goal of rehabilitation of distressed families had been vigorously expressed in other sections of the Florida Statutes for many years, e.g., Fla. Stat. 39.001(2)(c)

(1983).) The scope of this section was enlarged to include provisions dealing with children who had been permanently committed, and the trial judge's authority over performance agreements and plans was expanded and clarified.

In the case under review the child B. B. had been adjudicated dependent on January 5, 1984, and had been placed in foster care. The two Petitions for Dependency had alleged extensive and serious injuries to the child, and the court's order found that the child had received injuries which have left him severe physical handicaps. The court's order placed the child in the temporary care, custody and control of HRS for placement in a licensed foster home, with the Department being empowered to authorize needed medical care including emergency surgery. By separate order, counsel was appointed to represent the mother.

The agency and the Guardian ad Litem promptly began discussions regarding the possible terms of a performance agreement. Because of inability of the mother and her counsel to confer, an extension of time was sought and obtained from the trial court for the preparation of a performance agreement, and ultimately the parties appeared before the trial judge on March 6, 1984, on an oral motion for performance agreement. The order suggests virtually total disagreement among the parties. The Guardian ad Litem had "no objection" to a ninety (90) day performance agreement provided that the goal of such an agreement was termination of the mother's parental rights; the agency desired entry into a performance agreement with a ninety day duration, the proposed terms of

which are not recited. The mother wanted a performance agreement, but the terms to which she would agree are not reflected in the record.

Faced with this disarray, it was incumbent on the trial judge to do something to move the case forward. His solution was to order the Guardian ad Litem to file a petition for termination of parental rights and permanent commitment of the child for subsequent adoption. He had the power to take this action.

The definition of performance agreement in effect at the time is stated in §409.168(2)(g) (1983):

> "Performance Agreement" means a document written in layman's terms in the principal language, to the extent possible, of the natural parent and in English which is ordered by the court, prepared by the social service agency responsible for the foster home placement in conference with the natural parents, and signed by the parent, parents, or other custodian of the child; the child's legal guardian; the social service agency responsible for the foster home placement; and, if possible, the child.
>
> (Emphasis added)

The 1983 statute also provided in §409.168(3)(a)3 for the submission of a plan to the court if the parents could not or would not participate in the formation of a performance agreement. This plan was specifically made subject to review by the court. The 1984 amendment modified the definition of performance agreement only modestly:

> "Performance Agreement" means a document, written in layman's terms in the principal language, to the extent possible, of the

> natural parent and in English, which is ordered by the court, prepared by the social service agency responsible for the foster home placement in conference with the natural parents, and signed by the parent, parents, or other custodian of the child; the child's legal guardian; the social service agency responsible for the foster home placement; the foster parent; the guardian ad litem for the child, if one has been appointed; and, if appropriate, the child. (Emphasis added)
>
> s. 13, Chapter 84-311 (Laws of Florida) (1984) amending s. 409.168(2)(g).

The 1984 amendments also defined permanent placement plan to be used when the parents will not or cannot participate in the preparation of a performance agreement. The performance placement plan is also to be approved by the court. s. 13, Chapter 84-311, (Laws of Florida) (1984), amending s. 409.168(2)(h).

The 1984 amendments also give the court the power to amend a performance agreement or plan, s. 409.168(3)(d)5, s. 13, Chapter 84-311, Laws of Florida (1984).

Under either statute, the right to approve a performance agreement or plan granted the trial judge of necessity carries with it the right to disapprove such an agreement or plan. The right of the court to amend the plan independently of parties is specifically granted. Thus the action of the lower tribunal in ordering the Guardian ad Litem to prosecute an action for permanent commitment is in effect the adoption of a plan by the court. The trial judge, who had not specifically ruled on all of the abuse allegations of the two Petitions for Dependency, apparently felt that a full trial

on the nature and extent of the parent's possibilities for rehabilitation was necessary before he could resolve the disagreement among the parties as to the necessity or terms of a performance agreement. The court's plan, therefore, was to hear trial on the issues raised by such a petition, to adopt (and implement) a plan of permanent commitment for subsequent adoption if the facts warranted that disposition, and to deny the petition if they did not. In the latter circumstance, the trial judge would be in a sufficiently informed position to resolve the differences of the parties regarding the terms and conditions of a performance agreement or plan.

In adopting this procedure, the trial judge acted within the authority granted him by statute, and well within the inherent power of the juvenile courts to direct the procedural progress of cases involving the interests of juveniles.

Faced with the practical impossibility of achieving a voluntary performance agreement, and the consequent necessity of a performance plan approved by the court, the trial judge ordered a proceeding which would maximize his knowledge of the case, which would maximize the ability of the parties to present their views to him, and which would maximize his opportunity to make an informed, principled, and just resolution of the issues raised by the need for appropriate disposition of this case.

It is noteworthy that in addition to the statutory authority for judicial review and approval of a performance plan in lieu

of performance agreement, the newly promulgated Florida Rule of Juvenile Procedure 8.800(c) requires that HRS, by motion, present a performance plan to the court for review within thirty (30) days of the child's placement in foster care. This rule serves to reemphasize the control of the court over the contents of performance agreements and plans, and further supports the argument that the trial judge's action was within both his statutory and his inherent jurisdiction.

The trial judge's action serves to further the legislative goal of preventing the unnecessary retention of children in foster care; it affords full due process protection to the mother's interest in preserving her family integrity, and it promotes a speedy resolution of the issues critical to advancing the best interest of this child. The certified question should be answered in the negative, and the decision of the lower tribunal should be affirmed.

CONCLUSION

The certified question should be answered in the negative, as neither statutory nor case law makes a performance agreement or plan under §409.168, Fla. Stat. a condition precedent to the prosecution of an action for permanent commitment for subsequent adoption under §39.41, Fla. Stat.

By statute and case law, permanent commitment may be sought and granted before any statutory right to performance agreement ever comes into being. Also, the trial judge, in the exercise of his statutory rights under §409.168 and his inherent authority as juvenile judge to control juvenile proceedings, may control the terms of a performance agreement or plan, or the formation of such performance agreement or plan, so as to require the prosecution of an action for permanent commitment for subsequent adoption.

Respectfully submitted,

STATE OF FLORIDA, DEPARTMENT OF
HEALTH & REHABILITATIVE SERVICES

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Respondent's Answer Brief has been furnished to STEPHEN G. BIRR, ESQ., Attorney for Petitioner, 122 St. Clair-Abrams Avenue, Tavares, Florida 32778; WILLIAM G. LAW, ESQ., Attorney for Guardian ad Litem, Post Office Box 57, Groveland, Florida 32736; PAMELA MILES, Program Director, Guardian ad Litem Program, Office of the Courts Administrator, Supreme Court Building, Tallahassee, Florida 32301; and the HONORABLE ERNEST C. AULLS, JR., Circuit Judge, Lake County Courthouse, 315 West Main Street, Tavares, Florida 32778 by U.S. Mail delivery this 17th day of January, 1985.

JAMES A. SAWYER, JR.