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FILE

OFFICE OF
GENERAL COUNSEL
CITY OF JACKSONVILLE
1300 CITY HALL
JACKSONVILLE, FLORIDA 32202

October 5, 1981

AREA CODE 904
633-2460

DAWSON A. McQUAIG
General Counsel

FREDERICK J. SIMPSON
Deputy General Counsel

ROGER J. WAYBRIGHT
Of Counsel

Action

Board of County Commissioners
of Nassau County
P. O. Box 1010
Fernandina Beach, Florida 32034

Attn: Mr. T. J. "Jerry" Greeson
Ex-Officio Clerk

Gentlemen:

Enclosed is fully-executed copy of Agreement for Provision of Legal Services by and between the Board of County Commissioners of Nassau County and the City of Jacksonville, Duval County, Florida, for the Child Support Enforcement Program.

Please note this has been assigned City Contract No. 5865, and all invoices and/or correspondence pertaining thereto should show reference to that number.

Sincerely,

A. Renee Woodward

A. Renee Woodward
Corporation Secretary
1410 City Hall

/cc

Cy--*Mr. Charles H. Pozarnsky
District IV Supervisor
Dept. of Health & Rehabilitative Services
P. O. Box 52239
Jacksonville, Florida 32201

*City Accountant
*Assistant General Counsel Schneider
*Assistant General Counsel Schulman

AGREEMENT FOR PROVISION OF LEGAL SERVICES

THIS AGREEMENT, entered into this 30th day of September, 1981 by and between the Board of County Commissioners of Nassau County, Florida, hereinafter referred to as "Nassau", and the City of Jacksonville of Duval County, Florida, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the State of Florida, Department of Health and Rehabilitative Services, hereinafter referred to as the "Department", administers the Child Support Enforcement Program ("CSE Program") under the authority of and pursuant to Chapters 20 and 409, Florida Statutes, (1977), the State of Florida Child Support Enforcement State Plan for Title IV-D of the Social Security Act, and Title 45, United States Code of Federal Regulations, Chapter II, Part 74, and Chapter III, Parts 301, 302, 303 and 304; and,

WHEREAS, the Department and the City have entered into a Contract dated the 30th day of September A.D., 1981, a copy of which is attached hereto as Exhibit and made a part hereof, wherein the City has agreed to establish and provide for the legal services integrally necessary to the proper administration of said CSE Program; and,

WHEREAS, the City is capable of and desirous of extending the legal services described in said Contract (Exhibit " ") to Nassau in order to implement the public purpose of providing a child support enforcement program in and for Nassau County; and,

WHEREAS, by virtue of the legal services to be provided, Nassau will be eligible for that certain fifteen per cent (15%) incentive payment from the United States Government pursuant to authority found in 45 CFR 302.52, as amended on October 1, 1977, in the Federal Register, Volume 42, No. 202, dated Wednesday, October 19, 1977;

NOW, THEREFORE, in consideration of the mutual benefits, undertakings and agreement hereinafter set forth, and upon the terms and conditions of this Agreement, the parties hereby agree as follows:

1. Term and Renewal

This Agreement shall take effect on the first day of October A.D., 1981, and shall continue in force until the 30th day of June A.D., 1982. Upon forty-five (45) days' written notice prior to the termination date herein, the parties hereto may renew this Agreement for successive one-year periods by mutual agreement.

2. Legal Services Provided

The City agrees to provide to Nassau those certain legal services for the procurement and enforcement of orders pertaining to Child Support Enforcement Program cases in Nassau County, said services being fully described in that certain Contract between the City and the Department of Health and Rehabilitative Services, a copy of which is attached hereto as Exhibit , and all terms and conditions of which are hereby incorporated as a part hereof by reference, unless inconsistent with the terms and conditions hereof.

3. Incentive Payments

It is understood by the parties hereto that, by virtue of the legal services to be provided, Nassau shall be eligible for certain federal incentive payments (45 CFR 302.52, as amended in Federal Register, Volume 42, No. 202, Wednesday, October 19, 1977) in the amount of fifteen per cent (15%) of all AFDC support monies collected from CSE Program cases emanating from Nassau, which incentive payments shall be made to the Chairman of the Board of County Commissioners of Nassau County, Florida, and may be used for any legal purpose without accountability to the federal government. Distribution of incentive payments shall be made by the Department automatically following receipt of CSE Program AFDC monies collected by the Nassau Court Depository without making claim therefor.

4. All payments and notices referred herein shall be mailed

to the following representatives of the parties:

Payments to the City: City of Jacksonville

Notices to the City: Office of the General Counsel

Payments to: Nassau

Notices to: Nassau

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS OF
NASSAU, COUNTY, FLORIDA

BY: John F. Armstrong Sr.
CHAIRMAN

ATTEST:

D. Freeman
CLERK
(SEAL)


CITY OF JACKSONVILLE, FLORIDA

John M. Bullard
MAYOR

ATTEST:

A. Renee Woodward
(SEAL)

In compliance with the Charter of the City of Jacksonville,
I do certify that there is an unexpended, unencumbered and unimpounded
balance in the appropriation sufficient to cover the foregoing contract
and provision has been made for the payment of the moneys provided
therein to be paid.

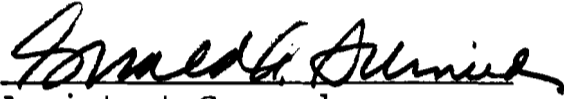


Director of Finance

CONTRACT 5865



Form approved:



Assistant Counsel

MEMORANDUM TO CONTRACT WITH CITY OF JACKSONVILLE

City's monthly reimbursable payment is \$1,696.05.

This figure was computed on the following factors:

1. Total average AFDC cases in 3 counties - 10,566.
2. AFDC cases in Nassau County = 404
3. Case Potential Ratio for Nassau = $404/10566$, or .038.
4. Estimated Contract Cost (year) = \$535,601.00

Based on Contract for FY 1981 - 1982

5. Estimated Contract Cost (one month) - \$44,633.00

$$.038 \times \$44,633.00 = \$1,696.05$$

6. Monthly Cost to Nassau County

$$\frac{1}{4} \text{ of } \$1,696.05 = \$424.01$$