

BOARD MEETING  
DATE: 6/8/82  
ACTION: 3  
INFO: Dawson A. McQuaig  
General Counsel



OFFICE OF GENERAL COUNSEL  
CHILD SUPPORT ENFORCEMENT PROGRAM

Duval County Courthouse Branch  
1283 E. 8th Street, Room K-67  
Jacksonville, Florida 32206  
Phone: 904/633-7346

May 24, 1982

Frederick J. Simpson  
Deputy General Counsel

Warren J. Schulman  
Asst. General Counsel  
Program Director

Joseph W. Howard  
Asst. Counsel

R. Craig Hemphill  
Asst. Counsel

Suzanne S. Howard  
Asst. Counsel

Mr. Arthur I. Jacobs, Esquire  
Nassau County Attorney  
P. O. Drawer I  
Fernandina Beach, Florida 32034

Dear Mr. Jacobs,

This is in reference to the Child Support Enforcement Program in Nassau County wherein the child support enforcement legal services have been provided by the Office of General Counsel located in Jacksonville at a minimal cost to Nassau County.

The Department of Health and Rehabilitative Services is in the final stages of negotiating a new contract with the City of Jacksonville, Office of General Counsel, which will provide for CSE legal services for the Fourth Judicial Circuit which contains appropriate provision for Nassau County to enter into a sub-contract with the City of Jacksonville to continue CSE legal services to your residents. Should Nassau County choose not to contract for these services, upon the termination of the current FY1981/1982 contract, the current method of funding the CSE legal services in Nassau County will expire. To be eligible for the 15% incentive payments, each county must have a formal contractual agreement to provide CSE legal services on a 75%/25% basis, as is presently being done in your county.

It is hoped that Nassau County will consider entering into a contractual agreement with the City of Jacksonville to continue the recoupment of tax dollars from responsible parents. According to the data in the Fact Sheet, Nassau County will still realize a reasonable monetary gain in addition to providing a positive benefit to your citizens.

Since our present contract expires on July 1, 1982, I would appreciate it if the Nassau County Board of County Commissioners would make a decision as to the continuation of the new contract no later than June 15. I am

Mr. Arthur I. Jacobs, Esquire  
May 24, 1982  
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providing copies of this letter with enclosures for each of the county commissioners and the clerk of circuit court for their perusal.

If you feel that it would be necessary for me to attend your meeting, please contact me and I will make arrangements to attend.

Very truly yours,



Warren J. Schulman  
Assistant General Counsel  
Program Director

WJS/ml

Enclosures

Copy to:

Honorable Judge L. Page Haddock

Members Board of County Commissioners

Mr. T. J. Greeson, Clerk of Circuit Court

Mr. Dawson A. McQuaig, General Counsel

Mr. Charles H. Pozarnsky, District CSE Supervisor

AGREEMENT FOR PROVISION OF LEGAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, 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 July, A.D., 1982, and shall continue in force until the 30th day of June, A.D., 1983. 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:

Notices to:

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: Douglas Hodges  
CHAIRMAN

ATTEST:

*P. H. H. H.*

CLERK  
(SEAL)

CITY OF JACKSONVILLE, FLORIDA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(SEAL)

MEMORANDUM TO CONTRACT WITH CITY OF JACKSONVILLE

City's monthly reimbursable payment is \$ 1,866.67.

This figure was computed on the following factors:

1. Total average AFDC cases in 3 Counties - 9,012
2. AFDC cases in Nassau County = 326
3. Case Potential Ratio for Nassau =  $326/9012$ , or .036
4. Estimated Contract Cost (year) = \$622,228.00

Based on Contract for FY 1982 - 1983

5. Estimated Contract Cost (one month) - \$51,852.00

$$.036 \times \$51,852.00 = \$1,866.67$$

6. Monthly Cost to Nassau County

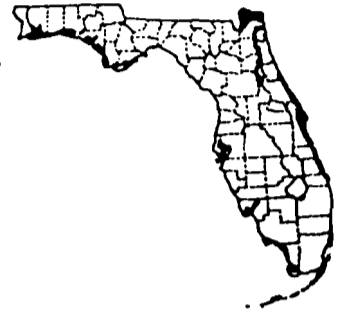
$$\frac{1}{4} \text{ of } \$1,866.67 = \$466.67$$

5600.04



# NASSAU COUNTY

## BOARD OF COUNTY COMMISSIONERS



P. O. Box 1010 - Fernandina Beach, Florida 32034

DOUGLAS J. HODGES  
Chairman  
Dist. No. 4 Hilliard

GENE R. BLACKWELDER  
Vice Chairman  
Dist. No. 1 Fernandina Beach

HAZEL JONES  
Dist. No. 2 Fernandina Beach

JOHN F. CLAXTON  
Dist. No. 3 Yulee

JOHN F. ARMSTRONG, SR.  
Dist. No. 5 Callahan

T. J. GREESON  
Ex-Officio Clerk

ARTHUR I. JACOBS  
Attorney

June 9, 1982

Warren J. Schulman  
Assistant General Counsel  
Program Director  
Duval County Courthouse Branch  
1283 E. 8th Street, Room K-67  
Jacksonville, Florida 32206

Re: Agreement - CSE Program - Nassau County

Dear Mr. Schulman:

Enclosed please find an executed copy of the above-mentioned Agreement, which was approved by the Board of County Commissioners in their meeting of yesterday. After the Agreement is signed by the City of Jacksonville, this office would like to request for our files a copy of the fully executed Agreement.

Thank you for your assistance in this matter and if this office can be of any assistance to you in the future, please do not hesitate to call on me.

Sincerely,

T. J. "Jerry" Greeson  
Ex-Officio Clerk

TJG:ma

Enclosure