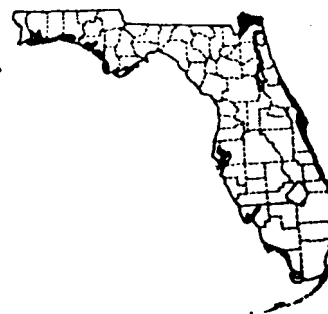




# NASSAU COUNTY

## BOARD OF COUNTY COMMISSIONERS

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



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

JOHN F. CLAXTON  
Vice Chairman  
Dist. No. 3 Yulee

HAZEL JONES  
Dist. No. 2 Fernandina Beach

JAMES E. TESTONE  
Dist. No. 4 Hilliard

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

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

JACOBS & MULLIN  
Attorneys

August 12, 1983

633-7346

Warren J. Schulman  
Assistant General Counsel  
Program Director  
Child Support Enforcement Program  
Duval County Courthouse Branch  
1283 E. 8th Street, Room K-67  
Jacksonville, Florida 32206-7346

Dear Mr. Schulman:

Enclosed please find an executed copy of the Agreement for Provision of Legal Services for the Child Support Enforcement Program for Nassau County, which was approved by the Board in Special Session of August 2, 1983.

If this office can be of any further 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



Dawson A. McQuaig  
General Counsel

Frederick J. Simpson  
Deputy General Counsel

OFFICE OF GENERAL COUNSEL  
CHILD SUPPORT ENFORCEMENT PROGRAM

Duval County Courthouse Branch  
1283 E. 8th Street, Room K-67  
Jacksonville, Florida 32206-4005  
Phone: 904/633-7346

June 30, 1983

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 FY1982/1983 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 70%/30% basis, as is presently being done in your county. (Incentive payments will be reduced to 12% effective October 1, 1983.)

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 June 30, 1983, I would appreciate it if the Nassau County Board of County Commissioners would sign the enclosed

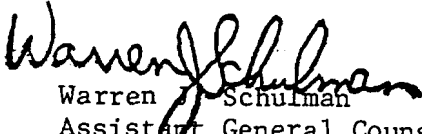
$585.65 \times 12 = 7,027.8$

Mr. Arthur I. Jacobs, Esquire  
June 30, 1983  
Page Two

contract to be effective July 1, 1983. This is a continuation of the same type of contract which we had last year. I am 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 James L. Harrison

Members Board of County Commissioners

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

Mr. Dawson A. McQuaig, General Counsel

Mr. Charles H. Pozarnsky, District IV CSE Supervisor

AGREEMENT FOR PROVISION OF LEGAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983 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., 1983, 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 302.2, as amended on October 1, 1977, in 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., 1983, and shall continue in force until the 30th day of June, A.D., 1984. 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 of the City: City of Jacksonville

Notices of 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: Gene R. Blackledge  
CHAIRMAN

ATTEST:

[Signature]  
CLERK  
(SEAL)

CITY OF JACKSONVILLE, FLORIDA

Jake M. Godbold Mayor

ATTEST:

(SEAL) CORPORATION SECRETARY

MEMORANDUM TO CONTRACT WITH CITY OF JACKSONVILLE

City's monthly reimbursable payment is \$1,952.15.

This figure was computed on the following factors:

1. Total average AFDC cases in 3 counties - 9,672
2. Average AFDC cases in Nassau County = 356
3. Case Potential Ration for Nassau County =  $356/9,672$  or .037
4. Estimated Contract Cost (year) = \$633,128.00  
Based on Contract for FY 1982 - 1983
5. Estimated Contract Cost (one month) - \$52,760.67  
 $.037 \times \$52,760.67 = \$1,952.15$
6. Monthly Cost to Nassau County  
 $.30 \times \$2,638.08 = \$585.65$

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 money provided therein to be paid.

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Director of Finance

Form approved:

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Assistant Counsel