

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 1st day of October A.D., 19 80 , and shall continue in force until the 30th day of September A.D., 19 81 . 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 and for 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 to 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. Claxton
JOHN F. CLAXTON, CHAIRMAN

ATTEST:

Dooley
CLERK
(SEAL)

CITY OF JACKSONVILLE, FLORIDA

By: _____
MAYOR

ATTEST:

(SEAL)

MEMORANDUM TO CONTRACT WITH CITY OF JACKSONVILLE

City's monthly reimbursable payment is \$1,108.80.
This figure was computed on the following factors:

1. Total average AFDC cases in 3 counties - 10,677.
2. Average AFDC cases in Nassau = 386
Based on HRS statistics July, 1979 through April, 1980.
3. Case Potential Ratio for Nassau = $386/10,677$, or .036.
4. Total Contract Cost (year) = \$369,600.00
Based on Contract for FY 1980 - 1981
5. Total Contract Cost (one month) = \$30,800.00

$$.036 \times \$30,800.00 = \$1,108.80.$$

6. Monthly Cost to Nassau

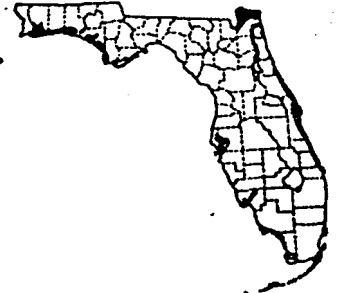
$$\frac{1}{4} \text{ of } \$1,108.80 = \$277.20$$



NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

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



JOHN F. CLAXTON
Chairman
Dist. No. 3 Yulee

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

GENE R. BLACKWELDER
Dist. No. 1 Fernandina Beach

HAZEL JONES
Dist. No. 2 Fernandina Beach

DOUGLAS HODGES
Dist. No. 4 Hilliard

D. O. OXLEY
Ex-Officio Clerk

ARTHUR I. JACOBS
Attorney

RICHARD L. KING, P.E.
County Engineer

August 29, 1980

Warren J. Schulman, Esquire
Assistant General Counsel
1300 City Hall
Jacksonville, Florida 32202

Dear Mr. Schulman:

Enclosed is the Agreement for Provision of Legal Services approved by the Board of County Commissioners of Nassau County in their August 26, 1980 meeting. After the Agreement is approved and signed by the City of Jacksonville, please return an executed copy for the Board's records.

If we can be of any further assistance please notify us.

Sincerely,

D. O. Oxley
Ex-Officio Clerk
Board of County Commissioners
Nassau County

By: _____
T. J. "Jerry" Greeson
Chief Deputy Clerk

DOO/TJG:ma

Enclosure



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

AREA CODE 904
633-2460

DAWSON A. McQUAIG
General Counsel

FREDERICK J. SIMPSON
Deputy General Counsel

ROGER J. WAYBRIGHT
Of Counsel

Please reply to:
633-7346

August 15, 1980

Warren J. Schulman
Asst. General Counsel
Program Director

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 CSE legal services have been provided by the Court Commissioner's Office located in Jacksonville at no cost to Nassau County.

Due to legal/Constitutional difficulties with this contract arrangement, 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 entire 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 FY1979-80 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, a copy of said contract and other pertinent information is enclosed.

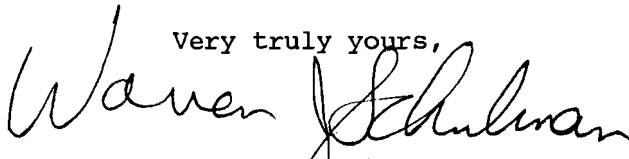
Since the present Court Commissioner system is well structured and fully functional to effectively and efficiently provide the needed CSE legal services for all counties within the Fourth Judicial Circuit, the transfer of the Court Commissioner Unit and staff to the General Counsel's office should not at all disrupt the ongoing functional CSE legal services. 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 date in the Fact Sheet, Nassau County will still realize a reasonable monetary gain in addition to providing a positive benefit to its citizens.

We have scheduled a meeting with the Nassau Board of County Commissioners at 7:30 P.M. on August 26, 1980, to further discuss this matter and answer any pertinent questions. Any assistance on your part to brief the interested parties prior to this meeting would be greatly appreciated. I am providing copies of this letter with enclosures for each of the County Commissioners and the Clerk of Court for their perusal prior to the meeting date.

Please let me know if I can be of further assistance.

Very truly yours,



Warren J. Schulman, Esquire
Assistant General Counsel

WJS/mc

Copy to:

Members Board of County Commissioners
Clerk of Circuit Court
Dawson McQuaig
Charles H. Pozarnsky

FACT SHEET

CHILD SUPPORT ENFORCEMENT (CSE) PROGRAM

FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

Since the initial contractual agreement with the City of Jacksonville for CSE legal services provided by the Court Commissioner's office within the Fourth Judicial Circuit, the entire cost for these CSE legal services was funded by the Florida Department of Health and Rehabilitative Services (HRS).

In addition to the 100% reimbursement for all expenses incurred by providing CSE legal services for the counties within the Fourth Judicial Circuit, Clay, Duval and Nassau Counties are also receiving 15 percent incentive payments from monies collected from responsible parents on behalf of public assistance (welfare) families and retained by the State to offset the cost of the welfare program. These incentive payments are paid only to counties which participate and provide legal services to the Child Support Enforcement program through a formal contractual agreement. The 100% reimbursement for these CSE legal services are funded by 75% Federal and 25% State monies. The State initially assumed the 25% of the cost in order to prevent the counties from expending any of their own funds into the infant program and therefore allow sufficient time for the counties' incentive payments to accumulate so as to equal or exceed the amount required to fund the 25% of the cost of CSE legal services. The Child Support Enforcement program has now been firmly established within each County and indications are that the incentive payments will continue to exceed the 25% of the total costs for CSE legal services now entirely funded by the State. The attached statistical data for Nassau County will support the rationale that the forthcoming fiscal year is an opportune time for Nassau County to assume the 25% of the total costs now paid by the State. [Should the incentive payments, due to some unforeseen circumstances, at any time not equal or exceed 25% of the costs of the program, the Department of Health and Rehabilitative Services will assume the difference for the contract period.] So at no time should the cost for CSE legal services exceed the incentive payments to the County.

→ incorporate into the agreement?
what happens if incentive > NC's share of expenses

CHILD SUPPORT ENFORCEMENT PROGRAM

NASSAU COUNTY
FY 1979 - 1980

<u>INCENTIVES BY QUARTERS</u>		<u>EXPENDITURES</u>
10/79 thru 12/79	\$1,145.92	NONE
1/80 thru 3/80	\$1,285.19	
4/80 thru 6/80	\$1,536.81	
Projected 7/80 thru 9/80	<u>\$1,600.00</u>	
TOTAL	\$5,567.92	

* Yearly profit to Nassau County (est.) \$5,567.92 *		

FY 80 - 81

<u>INCENTIVES (Projected)</u>		<u>EXPENDITURES *</u>
10/80 - 12/80	\$1,760.00	\$277.20 - Cost to Nassau County per Month
1/81 - 3/81	\$1,812.80	\$3,326.40 - Yearly Cost to Nassau County
4/81 - 6/81	\$1,867.18	
7/81 - 9/81	<u>\$1,923.20</u>	
	\$7,363.18	
	\$7,363.18	
	- <u>\$3,326.78</u>	
	\$4,036.78	

* Projected Yearly Profit to Nassau County - \$4,036.78 *		

* Expenditures for Nassau County based on 25% of the estimated cost of the legal services for Nassau County. The balance of 75% is provided by the State.

NOTE: The cost to Nassau County was determined by computing what percent of the total number of welfare (AFDC) cases in the three counties within the Fourth Judicial Circuit were Nassau County cases and multiplying the total cost of CSE legal services operations by that percentage.