



J. M. "CHIP" OXLEY, JR.
Clerk of Circuit and County Courts
Nassau County
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May 11, 2001

Ms. Marianne Marshall, Chairperson
Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, FL 32035-1010

Dear Ms. Marshall:

The Florida Department of Revenue has notified us of the need to amend Contract DZ080/Service of Process for the period ending June 30, 2001. This action is predicated by projected budget deficits for the Child Support Enforcement Program and reduces the July 2000 - June 2001 contract amount from \$14,743.00 to \$1,637.00.

Actual expenditures in this account have decreased over the past three Fiscal Years from \$2,046.00 in FY 1998, to \$1,821.60 in FY 1999, to \$1,293.60 in FY 2000. Actual expenditures from July 2000 through February 2001 are \$607.20, which leaves a balance of \$1,029.80 to cover services from March - June 2001. Based on the historical and current year data, it is projected that the remaining balance will be adequate to cover anticipated expenditures.

The Department of Revenue is requesting that this action be expedited since these funds cannot be released for other uses until a signed amendment to the contract is received.

Sincerely,

J.M. "Chip" Oxley, Jr.
Nassau County Clerk of Courts



Jim Zingale
Executive Director

General Tax Administration
Child Support Enforcement
Property Tax Administration
Administrative Services
Information Services

April 17, 2001

Ms. Marianne Marshall, Chairperson
Nassau County Board of County
Commissioners
191 Nassau Place
Yulee, FL 32097

RE: State of Florida/Nassau County Sheriff's Department
Contract DZ080/Service of Process

01 APR 21 PM 12:35
COUNTY CLERK
NASSAU COUNTY

Dear Ms. Marshall:

Due to projected budget deficits for the Child Support Enforcement program, each region has been asked to review their current contracts in order to identify surplus funds that will not be used for services provided through June 30,2001. Following is a chart that includes payments for Contract DZ080.

Contract Amount for '00-'01	\$14,743.00
Service Period	Amount Billed
Jul-00	39.60
Aug-00	198.00
Sep-00	105.60
Oct-00	-
Nov-00	92.40
Dec-00	-
Jan-01	13.20
Feb-01	158.40
Total	607.20
Balance	\$14,135.80
Straight-line Surplus	\$13,832.20

According to the current rate of billing, a straight-line projection indicates a surplus of \$13,832.20. The attached amendment reduces your contract total for the period of 7/1/00 through 6/30/01 by the amount of \$13,106 for a new total of \$1,637. We are not taking the entire projected surplus in order to ensure funds are available for the services you are providing. The amount was calculated by using your highest monthly payment and adding a 30% increase for the last 4 months' billings for services delivered during this fiscal year.

Child Support Enforcement
921 North Davis St., Building A, Suite 350
Jacksonville, FL 32209



Jim Zingale
Executive Director

General Tax Administration
Child Support Enforcement
Property Tax Administration
Administrative Services
Information Services

Please process the attached amendment and obtain the necessary original signatures on all five copies. The surplus funds cannot be released for other use until we have received the signed amendment, so time is of the essence.

We greatly appreciate the services you provide and your cooperation in this matter. If you have any questions, please contact me at 904-798-4347.

Sincerely,

A handwritten signature in cursive script that reads "Clara S. Cross".

Clara S. Cross
Child Support Enforcement
Contract Manager

Enclosure: Contract amendment (five copies)

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF REVENUE
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
FIRST AMENDMENT

THIS AMENDMENT, entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "department" and Nassau County Board of County Commissioners hereinafter referred to as the "provider", amends Contract DZ080 in order to recognize the provider's current earning capability for services delivered through this contract and to release the projected surplus.

I. Section II. A. of the Standard contract is hereby amended to read as follows:

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$31,123.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract from any other source are not eligible for reimbursement under this contract.

II. Attachment I, the first sentence in Section C.1., is hereby amended to read as follows:

"1. Subject to the terms of this contract and the provisions of 45 C.F.R., Part 74, the department shall reimburse the Sheriff for no more than a total dollar amount of \$31,123.00 for expenditures made in accordance with the Multi Year Contract Provision (Attachment I, Section D.5), subject to availability of funds."

III. Attachment I, Section D. paragraph 5 is hereby amended to read as follows:

“D. Special Provisions

5. Multi-Year Contract Provision

This is a multi-year contract with the following encumbrances:

FY 2000 -2001	\$ 1,637.00
FY 2001-2002	\$14,743.00
FY 2002-2003	\$14,743.00
FY 2003-2004	N/A
FY 2004-2005	N/A”

This amendment shall begin on May 1, 2001 or the date on which the amendment has been signed by both parties, whichever is later.

ALL provisions in the contract and any attachments thereto in conflict with this amendment shall be and hereby changed to conform to this amendment.

ALL provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are hereby made part of the contract.

In witness thereof, the parties hereto have caused this two (2) page amendment to be executed by their undersigned officials as duly authorized.

**NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS**

STATE OF FLORIDA DEPARTMENT OF REVENUE

SIGNED BY: _____

SIGNED BY: _____

NAME: Marianne Marshall

NAME: Nancy Kelley Wittenberg

TITLE: Chairperson

TITLE: Director, Administrative Services

DATE: _____

DATE: _____

Approved, CSE Senior Attorney-