

**ORDINANCE NO. 04-2020**

**AN ORDINANCE OF THE COUNTY OF BERKS, PENNSYLVANIA,  
AUTHORIZING BERKS COUNTY TO ENTER INTO TWO (2)  
INTERGOVERNMENTAL AGREEMENTS (“AGREEMENTS”) BETWEEN THE  
BERKS COUNTY BOARD OF COMMISSIONERS (“COUNTY”), THE BERKS  
COUNTY SHERIFF’S OFFICE (“SHERIFF”), AND THE COURT OF  
COMMON PLEAS OF BERKS COUNTY, DOMESTIC RELATIONS SECTION  
 (“DRS”) TO PROVIDE CONTINUOUS SECURITY COVERAGE, MAINTAIN  
AND EXECUTE BENCH WARRANTS AND OTHER ASSIGNED DUTIES ON  
BEHALF OF THE DOMESTIC RELATIONS SECTION.**

**WHEREAS**, the Pennsylvania Department of Human Services (DHS), and the County of Berks, have entered into an agreement entitled Cooperative Agreement Under Title IV-D of the Social Security Act (Title IV-D Cooperative Agreement); and

**WHEREAS**, the Title IV-D Cooperative Agreement requires the DRS to provide various duties necessary to assist in the establishment and enforcement of support enforcement orders and services, and DRS has determined that it will contract for the provision of these services through an organizationally and administratively independent entity; and

**WHEREAS**, the Sheriff agrees to provide various duties necessary to assist in the establishment and enforcement of support orders and services on behalf of DRS as specified in the Title IV-D Cooperative Agreement; and

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Board of Commissioners of the County of Berks, Pennsylvania as follows:


1. The Title and Background of this Ordinance set forth above are incorporated herein by reference.
2. The Board of Commissioners of the County of Berks (“Commissioners”) hereby approve entering into and authorize execution of the Agreements, a copies of which are attached hereto and incorporated herein as Exhibit “A” (Sheriff/Warrants), and Exhibit “B” Sheriff/Security) with the intent and effect that the County shall be bound by the Agreements.
3. The Commissioners further authorize and direct on behalf of the County, the Berks County Sheriff to execute the Agreements; and to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreements and the transactions to be effected under the Agreements, including acceptance of payment as may be due to administer the terms of the Agreements.


4. The Board of Commissioners, and any agent authorized by the Board of Commissioners are hereby directed to take any such other actions as may be necessary or appropriate to carry out the purposes of this Ordinance and of the Agreements.
5. Nothing contained in this Ordinance shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause of action existing prior to the enactment of this Ordinance.
6. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.
7. Any ordinance, parts of ordinances, resolutions or parts of resolutions conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provisions.
8. This Ordinance shall become effective at the earliest date provided by law.

ENACTED AND ORDAINED this 24<sup>th</sup> day of September, 2020, by the Board of Commissioners of the County of Berks, Pennsylvania.

COUNTY OF BERKS

By:   
Christian Y. Leinbach, Chairman

By:   
Kevin S. Barnhardt, Commissioner

By:   
Michael S. Rivera, Commissioner

Attest:

  
Maryjo Gibson, Chief Clerk

# **EXHIBIT A**

Intergovernmental Agreement– Sheriff/Warrants

This Intergovernmental Agreement, hereinafter the "Agreement", effective October 1, 2020, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of County Commissioners of the County of Berks, Pennsylvania,

AND

the Berks County Sheriff's Office, hereinafter the "Sheriff",

AND

the Court of Common Pleas of Berks County, Domestic Relations Section, hereinafter the "DRS".

WITNESSETH:

WHEREAS, the DRS is in need of Deputy Sheriffs to perform various duties on behalf of DRS; and

WHEREAS, the Sheriff has Deputy Sheriffs to perform various duties on behalf of the DRS; and

WHEREAS, the Sheriff has agreed to assign Deputy Sheriffs to perform such duties; and

WHEREAS, the DRS will seek reimbursement for the child support enforcement services rendered by the Deputy Sheriffs to the DRS; and

WHEREAS, the County, Sheriff and the DRS desire to set forth the terms and conditions necessary to effectuate this assignment of and reimbursement for the child support enforcement services performed by the Deputy Sheriffs;

NOW, THEREFORE, the parties hereto, in consideration of the foregoing, set forth the following as the terms and conditions of their agreement:

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to maintain and improve the effectiveness of the Title IV-D Child Support Enforcement Program by outlining those duties that the Sheriff/Deputy Sheriffs shall perform on behalf of the DRS and the terms by which those duties shall be performed.

## Intergovernmental Agreement– Sheriff/Warrants

### II. ASSIGNMENT OF DEPUTY SHERIFFS

The Sheriff shall employ and permanently assign four (4) Deputy Sheriffs to the DRS to perform various duties, as specified in Section III, below. Those Deputy Sheriffs shall maintain their principal offices within the Office of the Sheriff.

### III. DUTIES OF THE DEPUTY SHERIFFS

The four Deputy Sheriffs shall have the following duties:

1. Develop and maintain a list of active bench warrants;
2. Execute bench warrants on individuals who are in non-compliance with their DRS court orders, including, but not limited to, stakeouts, sweeps, arrests, and public outreach as necessary;
3. Provide for transportation of individuals with outstanding bench warrants to prison or to Court;
4. Investigate for the purpose of apprehending individuals with outstanding bench warrants, including obtaining and executing search warrants and following up on locate leads as provided by the DRS;
5. Provide personal service of court orders, pleadings, or other documents related to DRS proceedings;
6. Document activities performed on behalf of the DRS, including but not limited to, preparing and submitting arrest reports, daily activity reports submitted bi-weekly or as requested by DRS Director, and any and all other documentation as requested by the DRS Director.
7. Develop and maintain information on individuals relating to DRS matters, including, but not limited to, that individual's home address, employment whereabouts and assets;
8. Maintain certifications pursuant to Act 120 and/or Act 2, firearms, CPR/first aid, and other certifications as requested by the DRS Director; and
9. Perform other duties as directed by the DRS Director in writing and approved by the Sheriff.

## Intergovernmental Agreement– Sheriff/Warrants

### IV. DUTIES OF THE DRS

1. Provide access to all relevant information on cases with active warrants, available from case files, automated databases and computer interfaces;
2. Prioritize cases to be addressed;
3. Provide adequate clerical support in the DRS office to the Deputy Sheriffs as it relates to DRS activities;
4. Provide the use of a cellular telephones to communicate with the DRS;
5. Provide training and instruction in specific DRS procedures and general child support enforcement matters, including Security Awareness Training, to the assigned Deputy Sheriffs;
6. Provide necessary equipment, as determined by DRS (or funds to purchase same) to maintain a safe and effective means of performing Title IV-D duties; and
7. The DRS Compliance Unit Manager shall be the liaison between the DRS and the Sheriff in connection with the Deputy Sheriffs.

### V. REIMBURSEMENT OF TITLE IV-D EXPENDITURES

The Sheriff/Deputy Sheriff shall provide required documentation of child support activities performed on behalf of the DRS, including, but not limited to, arrest reports, daily time sheets, reports and any and all other documentation as required by the DRS Director. The Sheriff/Deputy Sheriff shall receive general guidance and direction from the DRS Director regarding Title IV-D-related services for costs to be considered eligible for federal financial participation (FFP) in accordance with 45 CFR § 304.21. Expenditures under this Agreement shall be reasonable and necessary and supported by adequate documentation in accordance with 45 CFR § 75.403 (relating to factors affecting allowability of costs). Non-personnel related costs (equipment purchases, vehicle maintenance, Title IV-D training costs) will be identified and documentation will be provided on a monthly basis.

1. The DRS shall reimburse the County's General Fund monthly at the 66% FFP rate upon the receipt of a computerized invoice for the various duties performed by the Deputy Sheriffs on behalf of the DRS. This reimbursement is conditioned

## Intergovernmental Agreement– Sheriff/Warrants

upon the approval of such expenditure of Title IV-D funds by Bureau of Child Support Enforcement. It is specifically understood that the DRS shall not reimburse the County's General Fund for any duties performed by the Deputy Sheriffs on behalf of any entity other than DRS. Bills must be submitted within ninety (90) days of the month for which the bill is incurred.

2. The annual budgeted rate of compensation for the four assigned Deputy Sheriffs' wages is provided to the DRS by the County Budget Office. All fringe benefit costs will be paid at the rate provided annually to the DRS by the County Budget Office and a FICA expense rate of 7.65% of annual wages. Payments to the Sheriff will be limited to actual wage and fringe benefit costs incurred by the Sheriff.
3. The Sheriff will maintain detailed time records to document the amount of time employees allocate to reimbursable Title IV-D activities. The time records shall separately account for time for which employees are paid for non-reimbursable activities. The DRS understands that it may not claim FFP for any portion of expenditures that support judicial determinations in accordance with 45 C.F.R. Part 75. The DRS shall ensure that the hourly cost for the provision of Title IV-D services reported for reimbursement does not exceed the local market rates charged for comparable services.
4. The purchase/lease of any capital expenditure shall conform to the following. All assets purchased/leased with Title IV-D funds must remain under the control and/or ownership of the DRS. Property management standards are provided in 45 C.F.R. §§ 75.316 to 75.325. All purchases over \$5,000 must conform to advance approval requirements as outlined in the Title IV-D Cooperative Agreement. Reimbursements of capital asset procurement costs through FFP must be obtained by the DRS through depreciation of the asset(s) over useful life. Capital purchases/leases must be approved by the DRS Director prior to purchase/lease, and upon receipt, must be invoiced as capital purchases/leases including specific description of the item(s).

## Intergovernmental Agreement– Sheriff/Warrants

### VI. Vehicles

To the extent available, the DRS will provide the Deputy Sheriffs with vehicles to be used only during the performance of their duties on behalf of the DRS. In the event that any new vehicles are desired for the Deputy Sheriffs, the Sheriff shall request the vehicles in writing. With the approval of the Director of the DRS, subject to funds available under the DRS budget, such vehicles shall either be provided directly to the Deputy Sheriffs by the DRS, or funds for the purchase/lease of such vehicles shall be made available to the Sheriff by the DRS.

### VII. Hours of Work

The Sheriff shall assign the four Deputy Sheriffs to the DRS on a full-time basis. This includes 35 hours per week as specified by existing collective bargaining agreement as may apply. Such schedule may include work during “normal” business hours as well as work during the evening and weekends. Any overtime submitted for reimbursement may not exceed the average overtime worked in the Sheriff’s office. Charges must be reasonable and necessary and supported by adequate documentation in accordance with 45 CFR. §75.430(i). Overtime expenditures due to cost shifting of overtime work will be disallowed.

### VIII. Personal Service Duties and Reimbursement

The parties agree that it is to their mutual benefit to: 1) have personal service of court orders, complaints and other DRS-related documents as submitted by the DRS to the Berks County Sheriff’s Office performed by the Civil Process Pool of the Berks County Sheriff’s Office; 2) require the Sheriff to submit to the DRS detailed invoices for fees and mileage assessed pursuant to the “Sheriff Fee Act” (42 P.S. § 21101 *et seq.*) for these DRS-related personal services performed by the Civil Process Pool; and to 3) require the DRS to pay these invoices to the Sheriff’s Office and submit the expense thereby incurred for approval for appropriate 66% FFP reimbursement through the Monthly Statement of Expenditures (MSE) reporting process. Invoices received for these DRS-related personal services will be paid by DRS and submitted by the DRS for approval



## Intergovernmental Agreement– Sheriff/Warrants

for appropriate 66% FFP reimbursement through the MSE reporting process.

### IX. ADMINISTRATIVE DUTIES OF THE SHERIFF

#### 1. Confidentiality of Records.

The Sheriff shall maintain the confidentiality of information concerning applicants for and recipients of child and spousal support/IV-D enforcement services and ensure that such information is used only as provided by law under 45 CFR §§ 303.21 and 307.13 and Title 55 of the Pennsylvania Code (55 Pa. Code), Chapter 105. The Sheriff understands that federal and state laws prohibit disclosure of confidential information as specified in Title 5 of the United States Code (5 U.S.C.) § 552a; 18 U.S.C. § 641; 26 U.S.C. §§ 6103, 7213, 7213A and 7431; and 23 Pa.C.S. §§ 4304.1(d) and 4376(d). Deputy Sheriffs shall complete annual Security Awareness Training through the DRS relating to maintaining confidentiality of case information.

#### 2. Record Retention Requirements

The Sheriff shall retain all records required under this Agreement for at least four years from the date they are closed in accordance with Section 3.7 of the Title IV-D Cooperative Agreement. If any audit, claim, negotiation, or other action involving the records has been started before the expiration of the four-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it, or until the end of the regular four-year period, whichever is later. The Sheriff shall comply with the requirements of 45 CFR § 75.361 (relating to retention requirements for records).

#### 3. Access to Records

The Sheriff shall provide access to DHS, the Pennsylvania Auditor General, authorized representatives of the federal Department of Health and Human Services (DHHS), including the DHHS Inspector General, and the Comptroller General of the United States, as required by 45 CFR § 75.364 (relating to access to records), with respect to all case files, books, documents, papers, or other records. Upon request, the Sheriff shall forward copies of the records to Bureau of Child Support Enforcement (BCSE).

## Intergovernmental Agreement– Sheriff/Warrants

### 4. Adequate and Auditable Records Required

The Sheriff shall maintain adequate and auditable records to support all billable services. The billable service records shall follow the provisions of 45 CFR, Part 75, Subpart E- Cost Principles. Ongoing auditable time records for the provision of services must include, but are not limited to, dates of service and type of service provided.

### 5. Equal Employment Opportunity

The Sheriff shall comply with 41 CFR § 60-1.4(a) (Equal Opportunity Clause) and Paragraph 20 (Nondiscrimination/Sexual Harassment Clause) of Attachment E of the Cooperative Agreement.

### 6. Suspension and Debarment

The Sheriff shall be subject to 45 CFR, 75.213, 2 CFR parts 180 and 376 and Executive Orders 12549 and 12689 regarding suspension and debarment of non-federal entities and contractors. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Additionally, in compliance with paragraph 21(2)(e) of Attachment E of the Title IV-D Cooperative Agreement, DRSs are required to immediately notify DHS, BCSE if the Sheriff is suspended or debarred by the state, federal government, or any other state or governmental entity.

## X. AFFIRMATION OF FEDERAL SUPREMACY

The parties affirm compliance with the requirements of Title IV-D of the Social Security Act, implementing federal regulations and all other applicable federal regulations and requirements. In the event any provisions of this Agreement are found to be inconsistent with existing statutes, federal regulations, OMB circulars or ordinances, the provisions of such statutes, federal regulations OMB circulars or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a Court or any other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties shall, however, at the

## Intergovernmental Agreement– Sheriff/Warrants

request of a party, renegotiate on the subject matter of any invalid provision.

### 1. Term of Agreement

Subject to the availability of federal funds, the effective dates of this Agreement shall be October 1, 2020 through September 30, 2025.

### 2. Amendments

Notwithstanding any other provisions of this Agreement, it is agreed that this Agreement is deemed to conform to all present state and federal laws and regulations and any future changes in these laws and regulations. This Agreement constitutes the entire agreement between the parties. All other modifications, alterations, or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly executed by all parties.

### 3. Termination

This Agreement may be terminated by any party on 180 days' written notice to the others. In case of malfeasance, misfeasance, nonfeasance, or non-performance of any of the duties specified herein on the part of the Sheriff, this termination clause shall not apply, and the DRS shall be free to terminate this Agreement immediately and without any prior notice.

### 4. Approval for Federal Financial Participation

Pursuant to §§ 3.13 and 5.3(c) of the Title IV-D Cooperative Agreement, it is understood by the parties that before this Agreement and any amendments thereto may become effective, it must be reviewed and approved by DHS, and as necessary, the federal Office of Child Support Enforcement, as to its terms and content. This review also ensures compliance with 45 CFR Part 75 and Chapter III.

Intergovernmental Agreement– Sheriff/Warrants

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,

By:

Thomas G. Parisi, President Judge, Berks County Court of Common Pleas

\_\_\_\_\_, Chair, Berks County Commissioners

\_\_\_\_\_, Vice Chair, Berks County Commissioners

\_\_\_\_\_, Berks County Commissioner

My. Smith, Berks County Sheriff

Debra A. Brown, Berks County Domestic Relations Section Director

## **EXHIBIT B**

Intergovernmental Agreement – Sheriff/Security

This Intergovernmental Agreement, hereinafter the "Agreement", effective October 1, 2020, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of Commissioners of the County of Berks, Pennsylvania,

AND

the Berks County Sheriff's Office, hereinafter the "Sheriff",

AND

the Court of Common Pleas of Berks County, Domestic Relations Section, hereinafter the "DRS".

WITNESSETH:

WHEREAS, the DRS requires Deputy Sheriffs to provide security and perform various other duties for or on behalf of the DRS; and

WHEREAS, the Sheriff has Deputy Sheriffs to perform various duties on behalf of the DRS; and

WHEREAS, the Sheriff has agreed to assign Deputy Sheriffs to perform such duties for or on behalf of the DRS; and

WHEREAS, the DRS will seek reimbursement for the services rendered by the Deputy Sheriffs to the DRS; and

WHEREAS, the County, Sheriff and the DRS desire to set forth the terms and conditions necessary to effectuate this assignment of Deputy Sheriffs and reimbursement for these child support enforcement services performed by the Deputy Sheriffs;

NOW, THEREFORE, the parties hereto, in consideration of the foregoing, set forth the following as the terms and conditions of their Agreement:

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to maintain and improve the effectiveness of the Title IV-D Child Support Enforcement Program by outlining those duties that the Sheriff/Deputy Sheriffs shall perform on behalf of the DRS and the terms by which those duties shall be performed.

## Intergovernmental Agreement – Sheriff/Security

### II. ASSIGNMENT OF DEPUTY SHERIFFS

The Sheriff shall employ and regularly assign Deputy Sheriffs to the DRS to perform various duties as specified below. These Deputy Sheriffs shall maintain their principal offices within the Sheriff's Office. The Sheriff shall assign Deputy Sheriffs to the DRS on a full-time basis, sufficient to provide continuous security coverage from 8:00 AM until 5:00 PM, Monday through Friday (excluding County holidays). Two Deputy Sheriffs shall provide security coverage at all times specified, except that from 8:00 AM until 9:00 AM, 11:30 AM until 12:00 PM, and 4:00 PM until 5:00 PM, there shall only be one Deputy Sheriff on duty. During the time of 12:00 PM until 12:30 PM, there is no Deputy Sheriff on duty; the DRS shall contact the Control Room for a Deputy Sheriff to respond if necessary during this time frame. These hours may be altered by written agreement.

### III. DUTIES OF THE DEPUTY SHERIFFS

The Deputy Sheriffs shall perform the following duties between the hours of 8:00 AM and 5:00 PM:

1. Patrol (in uniform), the 6<sup>th</sup> floor of the Berks County Services Center;
2. Patrol (in uniform), the waiting area and support hearing rooms on the 7th floor of the Berks County Services Center (excluding area occupied by the Adult Probation Office);
3. Provide security and maintain order for the clients and staff of the DRS;
4. Confiscate weapons or any other items that could be used as weapons, maintain a log of confiscated items, and store these items until returned to the visitor when visitor leaves the premises;
5. Direct visitors to appropriate area and permit only authorized personnel to enter and leave restricted areas;
6. Detain individuals pursuant to an outstanding warrant;
7. Maintain current certifications for Act 120 and/or Act 2;
8. Maintain firearms certification;
9. Maintain current CPR/First Aid certifications;
10. Report any unusual or questionable circumstances to DRS Director/manager

## Intergovernmental Agreement – Sheriff/Security

- and complete any necessary paperwork/incident reports;
11. Obey all safety rules and regulations of the County personnel policy manual;
  12. Enforce the laws of the Commonwealth of Pennsylvania, including the issuance of citations and/or arrest, when such is warranted in the judgment of the Deputy Sheriff; and
  13. Perform any and all other duties and services as authorized by the DRS in writing and approved by the Sheriff's Office.

### IV. DUTIES OF THE DRS

1. Provide access to all relevant information on cases with active warrants, available from case files, automated databases and computer interfaces;
2. Provide adequate clerical support in the DRS offices to the Deputy Sheriffs as it relates to DRS activities;
3. Provide adequate space and access to office equipment for the Deputy Sheriffs in order to perform assigned duties;
4. Provide training and instruction in specific DRS procedures and general child support enforcement including Security Awareness Training to the assigned Deputy Sheriffs;
5. Provide necessary equipment as determined by DRS (or the funds to purchase same) to maintain a safe and effective means of performing Title IV-D duties; and
6. The DRS Office Manager shall be the liaison between the DRS and the Sheriff in matters relating to the Deputy Sheriffs assigned to the DRS under this Agreement.

### V. REIMBURSEMENT OF TITLE IV-D EXPENDITURES

The DRS shall reimburse the County General Fund monthly at the 66% Federal Financial Participation (FFP) rate upon the receipt of an invoice for the various duties performed by the Deputy Sheriffs on behalf of the DRS. The rate of compensation will be set by the prevailing collective bargaining agreement with the County and will be determined by the pay rate of the individual performing the duties. The Sheriff and the



## Intergovernmental Agreement – Sheriff/Security

Deputy Sheriffs shall maintain and provide detailed time records to document amount of time employees allocate to reimbursable Title IV-D activities. Any overtime submitted for reimbursement may not exceed the average overtime worked in the Sheriff's Office. Overtime expenditures due to cost shifting of overtime work will be disallowed. The DRS shall not reimburse the County's General Fund for any duties performed by the Deputy Sheriffs on behalf of any entity other than DRS. To the extent possible, costs submitted for reimbursement will include a provision for actual fringe benefits associated with the assigned personnel costs. Expenditures under this Agreement shall be reasonable and necessary and supported by adequate documentation in accordance with 45 CFR § 75.403 (relating to factors affecting allowability of costs). Reimbursement is conditioned upon the approval of such expenditure of Title IV-D funds from the Bureau of Child Support Enforcement (BCSE). The Sheriff's Office will not receive reimbursement for security duties that are considered a general cost of government pursuant to 45 CFR §75.444. Invoices must be transmitted within ninety (90) days of the month in which the services are performed. Non-personnel related costs (equipment purchases, Title IV-D training costs) will be identified and documentation will be provided on a monthly basis.

### VI. ADMINISTRATIVE DUTIES OF THE SHERIFF

#### 1. Confidentiality of Records

The Sheriff shall maintain the confidentiality of information concerning parties involved with Title IV-D services and cases, and ensure that such information is used only as provided by law under 45 CFR §§ 303.21 and 307.13 and Title 55 of the Pennsylvania Code (55 Pa. Code), Chapter 105. The Sheriff understands that federal and state laws prohibit disclosure of confidential information as specified in Title 5 of the United States Code (5 U.S.C.) § 552a; 18 U.S.C. § 641; 26 U.S.C. §§ 6103, 7213, 7213A and 7431; and 23 Pa.C.S. §§ 4304.1(d) and 4376(d). Deputy Sheriffs shall complete annual Security Awareness Training through the DRS relating to maintaining confidentiality of case information.

#### 2. Record Retention Requirements

The Sheriff shall retain all records required under this Agreement for at least four years from the date they are closed in accordance with Section 3.7 of the Title

## Intergovernmental Agreement – Sheriff/Security

IV-D Cooperative Agreement. If any audit, claim, negotiation, or other action involving the records has been started before the expiration of the four-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it, or until the end of the regular four-year period, whichever is later. The Sheriff shall comply with the requirements of 45 CFR § 75.361 (relating to retention requirements for records).

### 3. Access to Records

The Sheriff shall provide access to DHS, the Pennsylvania Auditor General, authorized representatives of the Department of Health and Human Services (DHHS), including the DHHS Inspector General, and the Comptroller General of the United States, as required by 45 CFR § 75.364 (relating to access to records), with respect to all books, documents, papers, or other records. Upon request, the Sheriff shall forward copies of the records to BCSE.

### 4. Adequate and Auditable Records Required

The Sheriff shall maintain adequate and auditable records to support all billable services. The billable service records shall follow the provisions of 45 CFR, Part 75, Subpart E- Cost Principles. Ongoing auditable time records for the provision of security services must include, but are not limited to, dates of service and type of service provided.

### 5. Equal Employment Opportunity

The Sheriff shall comply with 41 CFR § 60-1.4(a) and Paragraph 20 of Attachment E of the Title IV-D Cooperative Agreement.

### 6. Suspension and Debarment

The Sheriff shall be subject to 45 CFR § 75.213, 2 CFR parts 180 and 376, and Executive Orders 12549 and 12689 regarding suspension and debarment of non-federal entities and contractors. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Additionally, in compliance with paragraph 21(2)(e) of Attachment E of the Title IV-D Cooperative Agreement, DRSS are required to immediately notify DHS, BCSE if the Sheriff is suspended or debarred by the

## Intergovernmental Agreement – Sheriff/Security

Commonwealth, federal government, or any other state or governmental entity.

### VII. AFFIRMATION OF FEDERAL SUPREMACY

The parties affirm that they shall comply with the requirements of Title IV-D of the Social Security Act, implementing federal regulations and all other applicable federal regulations and requirements. In the event any provisions of this Agreement are found to be inconsistent with existing statutes, federal regulations, OMB circulars or ordinances, the provisions of such statutes, federal regulations OMB circulars or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a Court or any other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties shall, however, at the request of a party, renegotiate on the subject matter of any invalid provision.

#### 1. Term of Agreement

Subject to the availability of federal funds, the effective dates of this Agreement shall be October 1, 2020 through September 30, 2025.

#### 2. Amendments

Notwithstanding any other provisions of this Agreement, it is agreed that this Agreement is deemed to conform to all present state and federal laws and regulations and any future changes in these laws and regulations. This Agreement constitutes the entire agreement between the parties. All other modifications, alterations, or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly executed by the parties.

#### 3. Termination

This Agreement may be terminated by any party on 180 days' written notice to the others. In case of malfeasance, misfeasance, nonfeasance, or non-performance of any of the duties specified herein on the part of the Sheriff, this termination clause shall not apply, and the DRS shall be free to terminate this Agreement immediately and without any prior notice.

#### 4. Approval for Federal Financial Participation

Pursuant to §§ 3.13 and 5.3(c) of the Title IV-D Cooperative Agreement, it is understood by the parties that before this Agreement and any amendments thereto

Intergovernmental Agreement – Sheriff/Security

may become effective, it must be reviewed and approved by DHS, and as necessary, the federal Office of Child Support Enforcement, as to its terms and content. This review also ensures compliance with 45 CFR Part 75 and Chapter III.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By:

Thomas G. Parisi, President Judge, Berks County Court of Common Pleas

\_\_\_\_\_, Chair, Berks County Commissioners

\_\_\_\_\_, Vice-Chair, Berks County Commissioners

\_\_\_\_\_, Berks County Commissioner

My [Signature], Berks County Sheriff

[Signature], Director, Berks County Domestic Relations Section