

Contract with Manatee County Clerk of Circuit Court and Comptroller for Provision of Services

THIS CONTRACT is entered into between the Manatee County Clerk of Circuit Court and Comptroller, hereinafter referred to as "Clerk," the Manatee County Sheriff's Office, hereinafter referred to as "Sheriff," and the Manatee County Board of County Commissioners, hereinafter referred to as "County".

I. THE SHERIFF AND COUNTY AGREE:

A. To provide services according to the conditions specified in Attachment 1.

B. Federal Laws and Regulations

1. If this contract contains federal funds, the County shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in Attachment 1.
2. If this contract contains federal funds and is over \$100,000, the County shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C.1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The County shall report any violations of the above to the Clerk.
3. If this contract contains federal funding in excess of \$100,000, the County must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

C. Audits and Records

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Clerk under this contract.
2. To assure that these records shall be subject at all times to reasonable inspection, review, or audit by state personnel, Clerk's personnel and other personnel duly authorized by the Clerk, as well as by federal personnel.
3. To maintain and file with the Clerk such progress, fiscal and inventory reports as specified in Attachment 1, and other reports as the Clerk may require within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of this contract.
4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
5. If this contract contains federal funds, the CFDA number(s) is 93.563.

D. Retention of Records

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.
2. Persons duly authorized by the Clerk and federal auditors, pursuant to 45 C.F.R. §92.36(l)(10), shall have full access to and the right to examine any of said records and documents during said retention period or as long as records are retained, whichever is later.
3. Upon completion or termination of the contract and at the request of the Clerk, the Sheriff and County will cooperate with the Clerk to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph D.1., above.

E. Reporting and Monitoring

1. To provide reports as specified in Attachment 1 and as otherwise requested by the Clerk.
2. To permit persons duly authorized by the Clerk to inspect any records, papers, documents, facilities, goods, and services of the Sheriff and County which are relevant to this contract, and/or interview any clients and employees of the Sheriff and County to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the Clerk will deliver to the Sheriff and County a written list of its comments with regard to the manner in which said goods or services are being provided. The Sheriff and County will rectify all noted deficiencies provided by the Clerk within the specified period of time set forth in the comments or provide the Clerk with a reasonable and acceptable justification for not correcting the noted shortcomings. The Sheriff's or County's failure to correct or justify within a reasonable time as specified by the Clerk may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

F. Indemnification

If the Sheriff or County is a state agency or subdivision as defined in section 768.28, Florida Statutes, only F.2. below is applicable. Other than state agencies or subdivisions, refer only to F.1.

1. The Sheriff or County agrees to be liable for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Sheriff or County, and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the Sheriff, County, and/or the Clerk allegedly commit joint negligent acts, the Sheriff or County shall not be liable for nor have any obligation to defend the Clerk with respect to that part of the joint negligent act allegedly committed by the Clerk. In no event shall the Sheriff or County be liable for or have any obligation to defend the Clerk against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the Clerk. The Sheriff or County agrees that it is an independent contractor and not an agent or employee of the Clerk.
2. If the Sheriff or County is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Sheriff or County agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Clerk and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sheriff or County to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The Sheriff or County agrees that it is an independent contractor and not an agent or employee of the Clerk.

G. Insurance

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract. The Sheriff or County accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the Sheriff or County and the clients to be served under this contract. Upon the execution of this contract, the Sheriff or County shall furnish the Clerk written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Clerk reserves the right to require additional insurance as specified in Attachment N/A where appropriate.
2. If the Sheriff or County is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Sheriff or County shall furnish the Clerk, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

H. Safeguarding Information

Not to use or disclose any information concerning an applicant or recipient of services under this contract for any purpose not in conformity with state and federal law and regulations, except upon written consent of the applicant or recipient.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Clerk. No such approval by the Clerk of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Clerk in addition to the total dollar amount agreed upon in this contract. All such assignments or subcontracts shall be subject to the conditions of this contract (except Section I, Paragraph L.1.) and to any conditions of approval that the Clerk shall deem necessary.
2. Unless otherwise stated in the contract between the County and subcontractor, payments made by the County to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Clerk in accordance with section 287.0585, Florida Statutes. Failure to pay within seven (7) working days will result in a penalty charged against the County and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due, per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Financial Reports

To provide financial reports to the Clerk as specified in Attachment N/A.

K. Return of Funds

To return to the Clerk any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the County by the Clerk. The County shall return any overpayment to the Clerk within forty (40) calendar days after either discovery by the County, or notification by the Clerk, of the overpayment. In the event that the County or its independent auditor discovers an overpayment has been made, the County shall repay said overpayment within forty (40) calendar days without prior notification from the Clerk. In the event that the Clerk first discovers an overpayment has been made, the Clerk will notify the County by letter of such a finding. Should repayment not be made in a timely manner, the Clerk will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery.

L. Purchasing

1. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased to the extent possible, (or if available) from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in subsections 946.515(2) and (4), Florida Statutes. For purposes of this contract, the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Clerk insofar as dealings with PRIDE. This clause is not applicable to any subcontractors, unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE's Tallahassee branch office at (850) 487-3774 or Sun Com 277-3774.

2. Procurement of Products or Materials with Recycled Content

Additionally, it is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this contract shall be procured in accordance with the provisions of sections 403.7065, and 287.045, Florida Statutes.

M. Sheriff and County Assurances

The Sheriff and County assure that they will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, gender, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1973, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. Chapter 415, Florida Statutes, which requires any person, who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected or exploited, to report such knowledge or suspicion to the central abuse registry and tracking system of the Department of Children and Family Services on the statewide toll-free telephone number (1-800-96ABUSE.)
8. Section 112.0455, Florida Statutes, "Drug Free Workplace Act". The Clerk's agents and vendor shall refrain from the use of drugs and from being under the influence of drugs while in the workplace.
9. Title VII of the 1964 Civil Rights Acts, as amended, 4 U.S.C. 2000d et seq., and section 760.10, Florida Statutes, which prohibits sexual harassment in the workplace and ensures that each employee be allowed to work in an environment free from any form of improper discrimination and from retaliation against those who oppose or report sexual harassment.

The Sheriff and County agree that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the Sheriff, County, successors, transferees, and assignees for the period during which services are provided. The Sheriff and County further assure that all contractors, subcontractors, sub-grantees, or others with whom they arrange to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. The Sheriff and County agree to fully cooperate in any criminal or administrative investigation by the Clerk's Office. Failure to comply with any part of this assurance may constitute a breach of this contract and shall be grounds for termination of this contract under Section III(C)(3) of this contract.

10. The Clerk shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract.
 11. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.
- N. Requirements of Section 287.058, Florida Statutes**
1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where applicable, to submit bills for any travel expenses in accordance with section 112.061, Florida Statutes. The Clerk may, when specified in Attachment N/A, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment 1, to be received and accepted by the contract manager prior to payment.
 4. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A.2. of this contract.
 5. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Sheriff or County in conjunction with this contract. It is expressly understood that substantial evidence of the Sheriff's or County's refusal to comply with this provision shall constitute a breach of contract.
- O. Withholdings and Other Benefits**
1. The Sheriff and County are responsible for Social Security and Income Tax withholdings.
 2. The Sheriff and County are not entitled to state retirement or leave benefits except where the Sheriff or County is a state agency.

3. Unless justified by the Sheriff or County and agreed to by the Clerk in Attachment 1, the Clerk will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) normally available to career service employees.

P. Final Invoice

The County must submit the final invoice for payment to the Clerk no more than 45 days after the contract ends or is terminated; if the County fails to do so, without good cause, all right to payment is forfeited and the Clerk will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the County and necessary adjustments thereto have been approved by the Clerk.

II. THE CLERK AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment 1 in an amount not to exceed \$30,000.00, subject to the availability of funds. The Clerk's performance and obligation to pay under this contract is contingent upon an annual appropriation by The State of Florida, Clerk and/or Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

An invoice submitted to the Clerk shall be filed with the Clerk for payment not later than twenty (20) days from the latter of the date a proper invoice is received or receipt, inspection and approval of the goods or services. The date on which an invoice is deemed received is the date on which a proper invoice is first received at the place designated by the Clerk. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Clerk. Approval and inspection of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order or contract specifies otherwise. Such approval is for the purpose of authorizing payments and does not constitute a final approval of services purchased under this contract. A payment is deemed to be issued on the first working day that payment is available for delivery or mailing to the County.

III. THE SHERIFF, COUNTY, AND CLERK MUTUALLY AGREE:

A. Effective Date

1. This contract shall begin at 12:00:01 a.m. on 07/01/2018 or on the date on which the contract has been signed by all parties.
2. This contract shall end at 11:59:59 p.m. on 06/30/2023.

B. Contract Status

Unless otherwise agreed by the parties, this contract may be renewed on a yearly basis not to exceed 3 years beyond the ending date specified in Section III, Paragraph A.2. Renewal shall be contingent upon satisfactory performance evaluations by the Clerk. This contract is not the initial contract. This contract is in the 0 year of the year renewal period. All terms and conditions of the original contract will pertain to the renewal period, if any.

C. Termination

1. Termination at Will

This contract may be terminated by any party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by the parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to pay on this contract become unavailable, the Clerk may terminate the contract upon no less than twenty-four (24) hours' notice in writing to the Sheriff and County. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Clerk shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the Sheriff's or County's breach is waived by the Clerk in writing, the Clerk may, by written notice to the Sheriff or County, terminate this contract upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Clerk's right to remedies at law or to damages.

D. Severability

If any provision herein or the application thereof is held invalid for any reason, such invalidity shall not affect the validity of other provisions or applications thereof, which can be given effect without the invalid provision or application. To this end, the provisions of this contract are declared to be severable.

E. Re-negotiation or Modification

1. Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed. The parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws or regulations make changes in this contract necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Clerk's operating budget.

F. Copyright and Right to Data

Where activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawing or other graphic representation and works of any similar nature, the Clerk has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Clerk do so. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the Clerk, for the exclusive use and benefit of the Clerk.

G. Notice and Contact

1. The name, address, and telephone number for the Clerk's contract manager and contact person:

Contract manager: Judy Powell, Chief of Child Support Program
Contact person: Trista Lacross, Clerk's Accounting
1115 Manatee Avenue W.
Bradenton, FL 34205
941-749-1800

2. The name, address, and telephone number of the representative of the Sheriff/County responsible for administration of this contract is:

Captain Violet Duey, Support Division
Manatee County Sheriff's Office
600 U.S. 301 Boulevard West, Suite 202
Bradenton, FL 34205
941-747-3011 ext. 2202

3. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

H. Name, Mailing, and Street Address of Payee

1. The name and mailing address of the official payee to whom payments shall be made:
Manatee County Board of County Commissioners
Post Office Box 1000
Bradenton, Florida 34206

2. The name of the contact person and street address where financial and administrative records are maintained:
 Manatee County Clerk of Circuit Court and Comptroller
 PO Box 25400
 Bradenton, FL 34206

3. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

I. All Terms and Conditions

This contract and its attachments as referenced, Attachment 1, contain all the terms and conditions agreed upon by the parties.

J. Controlling Law

The construction, interpretation, and performance of this contract and all transactions under it shall be governed by the laws of the State of Florida.

IN WITNESS THEREOF, the parties hereto have caused this 7 page contract to be executed by their undersigned officials as duly authorized.

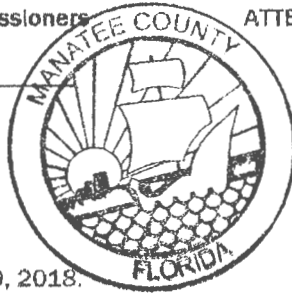
Manatee County Board of County Commissioners

Signed by: Priscilla Trace
 Priscilla Trace, Chairman

Date: 6/12/18

Federal ID Number: 59-6000727

County fiscal year ending: September 30, 2018.



ATTEST: Angelina "Angel" Colonnese, Clerk of Circuit Court

By: Webi Lesner
 Deputy Clerk

Manatee County Clerk of Circuit Court and Comptroller

Signed by: Angelina Colonnese
 Angelina "Angel" Colonnese, Clerk

Date: 5/30/18

Manatee County Sheriff's Office

Signed by: Rick Wells
 Rick Wells, Sheriff

Date: 5-31-18

ATTACHMENT 1

I. Services to be provided by Sheriff and County:

A. Under this contract, the Manatee Clerk of the Circuit Court and Comptroller, hereinafter referred to as "Clerk," the Manatee County Board of County Commissioners, hereinafter referred to as "County," and the Manatee County Sheriff's Office, hereinafter referred to as "Sheriff," agree:

1. The Sheriff shall promptly attempt service of process or execution of the items described in paragraph I.A.3. of this Attachment, pursuant to section 30.231, Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the Clerk or its designee.

2. The Sheriff is to maintain sufficient staff, facilities, and equipment to deliver the agreed upon services or to notify the Clerk whenever the Sheriff is unable or is going to be unable to provide the required quality or quantity of services.

3. Under the provisions of the law and the terms of this contract, the Sheriff is required, but not limited to, to serve the following:

- a. Summons and Complaint
- b. Subpoena except witness subpoena
- c. Order to Show Cause
- d. Contempt Notice to Appear
- e. Writ of Bodily Attachment
- f. Default Order and Judgment (when court orders served by the sheriff)
- g. Notice to Absent Parent for deemed Income Deduction Order
- h. Commitment Orders

B. Manner of Service Provisions

1. The Sheriff shall attempt to serve process within seven (7) calendar days of receipt of the request. If process is not served on the first attempt, the Sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt of the request.

2. The Sheriff shall attempt to serve process or execute a writ at any address necessary to effect service. These attempts should include, but not be limited to, serving or executing a writ during employment hours at the place of employment of the person to be served, outside employment hours at the residence of the person to be served, or at any other additional address(es), when multiple addresses are provided by the Clerk or some other source. The Sheriff should attempt service of process or execution of writ at as many of the addresses provided and at different time intervals as necessary.

3. The Sheriff shall determine the most appropriate time to attempt service of process and execution of writs. Attempts may be made on nights and weekends. After a writ is executed, the Sheriff shall enter it into the FCIC system within three (3) business days.

4. The Sheriff shall promptly provide the Clerk or its designee with a copy of the Sheriff's return indicating whether service of process has been made. Within seven (7) calendar days of successful service of process, the Sheriff shall provide the Clerk a return indicating service has been perfected and the address. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the Sheriff shall provide the Clerk a return indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted. Failure to perfect service at the address(es) provided does not excuse the Sheriff from his or her duty to exercise due diligence in locating the person to be served.

5. Each return of service should include the following information:

- a. The names of the respondent, petitioner (whenever provided), and the Child Support Enforcement case number;
- b. How the process was served, i.e., personal or substitute, and, if substitute service, the relationship of the substitute to the person served or that the substitute resides in the person's normal place of abode;
- c. Complete address where service of process was successful;

- d. A list of all papers served on the party;
- e. Date and time of service of process attempts;
- f. The reason(s) that service was unsuccessful, if applicable; and
- g. Complete addresses where service of process was attempted, if service

was unsuccessful.

6. Since a respondent is required to carry the purge payment receipt for 30 days, the Sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the FCIC system in accordance with Section 61.11(2)(e), Florida Statutes.

C. Method of Payment - Fixed Rate/Contract for Service of Process with Local Government

1. Subject to the terms of this contract and the provisions of 45 C.F.R., Part 74, the Clerk shall reimburse the County for no more than a total dollar amount of \$ 30,000.00 for expenditures made in accordance with this contract, subject to the availability of funds. Reimbursement shall be made on the basis of a monthly itemized report of requests to serve original service of process. The request for reimbursement shall be made on a form provided by the Clerk or an equivalent form developed by the Sheriff containing a listing of all Title IV-D cases in which service of process has been attempted and/or perfected and writ of bodily attachment executed with a certification by the Sheriff that services have been provided. Reimbursement requests shall be received by the Clerk within 45 days after services are rendered or a later date that shall be mutually agreed to by both parties in writing. If the County fails to comply with this provision, the County shall not be entitled to payment for those services. The County will be reimbursed 66% of the \$ 20.00 fee it pays the Sheriff for original service of process in IV-D cases. The County will be reimbursed 66% of the \$ 70.00 fee it pays the Sheriff for the service of a writ of bodily attachment.

2. Request for reimbursement shall be made monthly by the County with an accompanying certification that a total payment of the \$ 20.00 fee for each request of service and \$ 70.00 for each writ of bodily attachment by the Sheriff have been paid to the Sheriff's Fee Account.

3. If the court orders the person served to pay for the service of process and/or writ of bodily attachment fee, the payment shall be directed to the county that will retain the payment and use the remaining 66% to reduce the total service of process bill to the Clerk for the month in which the person served actually made the payment. The bill must show the names of all persons served who made payments so that cost records can be updated by the Clerk.

D. Special Provisions

1. Area of Service- The services required of the Sheriff pursuant to this contract shall be provided in Manatee County.

2. Modification of Contract due to a Change in Federal Financial Participation (FFP)- In the event FFP funding is changed during the term of this contract all parties agree that reimbursement by the Clerk shall be at the new prevailing rate of FFP. Notification of the change of FFP and its effective date will be reduced to writing and said notification shall be attached to the original contract.

II. Services to be Performed by the Clerk

A. To clearly identify all Title IV-D child support enforcement cases referred directly to the Sheriff for which service of process is requested.

B. To provide directly to the Sheriff the best known address where the person may be served.

III. Modification of Contract due Statutory Fee Changes

In the event that the service of process fee or writ of bodily attachment fee is changed during the term of the contract, all parties agree that reimbursement by the Clerk shall be made at the new statutory fee upon the effective date as required by the statute. A copy of the statutory change and its effective date shall be attached to the original contract.

IV. Multi-Year Contract Provisions

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

FY 2018-2019 \$30,000.00

FY 2019-2020 \$30,000.00

FY 2020-2021 \$30,000.00

FY 2021-2022 \$30,000.00

FY 2022-2023 \$30,000.00

V. Billing/Payment Procedures:

- A. On a monthly basis, the Sheriff will certify and forward the bill for service of process fees to the appropriate county financial officer.
- B. The county financial officer will effect a budget transfer to a "Service of Process" special account in an amount equal to 100% of the bill provided by the Sheriff. An audit trail of this transaction must be maintained.
- C. The county financial officer will certify that the bill has been paid and forward it to Clerk's contact person and request that the prevailing rate of Federal Financial Participation of the total cost be reimbursed.
- D. The Clerk's contact person will process the bill and forward same to the finance officer who will cause an amount equal to the prevailing rate of Federal Financial Participation of the total fee cost to be paid to the county financial officer.
- E. The county financial officer, subsequent to processing the bill to the Clerk, may withdraw the money previously paid into the "Service of Process" special account and utilize the funds any time, as seen fit by the county. Additionally, after payment of the prevailing rate of Federal Financial Participation of the total bill by the Clerk, these funds may also be used as desired by the county.