

RECEIVED
DEPARTMENT OF REVENUE
PURCHASING OFFICE

Contract No. DZ080

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STATE OF FLORIDA
DEPARTMENT OF REVENUE
STANDARD CONTRACT

THIS CONTRACT is 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".

I. THE PROVIDER AGREES:

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

B. Federal Laws and Regulations

1. If this contract contains federal funds, the Provider 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 II.

2. If this contract contains federal funds and is over \$100,000, the Provider 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 Provider shall report any violations of the above to the Department.

3. If this contract contains federal funding in excess of \$100,000, the Provider 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 Department under this contract.

2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel.

3. To maintain and file with the Department such progress, fiscal and inventory reports as specified in Attachment I, and other reports as the Department 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, at the Provider's expense, 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 Department and federal auditors, pursuant to 45 C.F.R. §92.36(f)(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 Department, the Provider will cooperate with the Department 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 I and as otherwise requested by the Department.
2. To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and/or interview any clients and employees of the Provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection, the Department will deliver to the Provider a written list of its comments with regard to the manner in which said goods or services are being provided. The Provider will rectify all noted deficiencies provided by the Department within the specified period of time set forth in the comments or provide the Department with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify within a reasonable time as specified by the Department may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

F. Indemnification

If the Provider is a state agency or subdivision as defined in section 768.28, Florida Statutes, only No. 2 below is applicable. Other than state agencies or subdivisions, refer only to No. 1.

1. The Provider 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 Provider, and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the Provider and the Department allegedly commit joint negligent acts, the Provider shall not be liable for nor have any obligation to defend the Department with respect to that part of the joint negligent act allegedly committed by the Department. In no event shall the Provider be liable for or have any obligation to defend the Department against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the Department. The Provider agrees that it is an independent contractor and not an agent or employee of the Department.

2. Any Provider who is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, 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 Provider 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 Provider agrees that it is an independent contractor and not an agent or employee of the Department.

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 Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the Provider and the clients to be served under this contract. Upon the execution of this contract, the Provider shall furnish the Department 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 Department reserves the right to require additional insurance as specified in Attachment N/A where appropriate.
2. If the Provider is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Provider shall furnish the Department, 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

To not use or disclose any information concerning an applicant or recipient of IV-D services 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 Department. No such approval by the Department 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 Department 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 Department shall deem necessary.

2. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven (7) working days will result in a penalty charged against the Provider 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 Department as specified in Attachment 1 .

K. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Provider by the Department. The Provider shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Provider, or notification by the Department, of the overpayment. In the event that the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Department 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 Department 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 SunCom 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. Provider Assurance

The Provider assures that it 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, 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 Department's agents and vendors 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, 42 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.
10. The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.
11. All regulation, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Provider agrees 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 Provider, its successors, transferees, and assignees for the period during which services are provided.

The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges 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 Provider agrees to fully cooperate in any criminal or administrative investigation by the Inspector General'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.

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 Department 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 I, 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 Provider in conjunction with this contract. It is expressly understood that substantial evidence of the Provider's refusal to comply with this provision shall constitute a breach of contract.

O. Withholdings and Other Benefits

1. The Provider is responsible for Social Security and Income Tax withholdings.
2. The Provider is not entitled to state retirement or leave benefits except where the Provider is a state agency.
3. Unless justified by the Provider and agreed to by the Department in Attachment I, the Department 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. Sponsorship

As required by section 286.25, Florida Statutes, if the Provider is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by Provider and the State of Florida, Department of Revenue". If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization.

Q. Final Invoice

The Provider must submit the final invoice for payment to the Department no more than 45 calendar days after the contract ends or is

terminated; if the Provider fails to do so, without good cause, all right to payment is forfeited and the Department 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 and deliverables due from the Provider and necessary adjustments thereto have been approved by the Department.

R. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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 \$44,229.00, 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 or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to section 215.422, Florida Statutes, the voucher authorizing payment of an invoice submitted to the Department shall be filed with the State Comptroller 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, except that in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. 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 Department. 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, as defined in Chapter 3A-24, Florida Administrative Code, is provided to the Department. Approval and inspection of goods or services shall take no longer than five (5) working days. 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 Provider. If a warrant in payment of an invoice is not issued within forty (40) days, or thirty-five (35) days for health care Providers as defined in Rule Chapter 3A-24, Florida Administrative Code, after the receipt of the invoice and receipt, inspection, and approval of the goods and services, the Department shall pay to the Provider, in addition to the amount of the invoice, interest at a rate as established pursuant to section 55.03(1), Florida Statutes, on the unpaid balance from the expiration of such forty (40) day period, or thirty-five (35) day period for health care Providers as defined in Rule Chapter 3A-24, Florida Administrative Code, until such time that the warrant is issued to the Provider. The temporary unavailability of funds to make a timely payment due for goods or services does not relieve the Department from this obligation to pay interest penalties. Operational Accounting can be contacted at (850) 488-5949 and the Purchasing Office can be contacted at (850) 488-5445.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective Date

1. This contract shall begin on 07/01/2000 or on the date on which the contract has been signed by both parties, whichever is later.
2. This contract shall end on 06/30/2003.

B. Contract Status

This contract may be renewed on a yearly basis not to exceed N/A year(s) beyond the initial contract period. Renewal shall be contingent upon satisfactory performance evaluations by the Department. This contract N/A the initial contract. This contract is in the N/A year of the N/A 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 either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both 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 Department may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the Provider's breach is waived by the Department in writing, the Department may, by written notice to the Provider, 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. If applicable, the Department may employ the default provisions in Chapter 60A-1.006, Florida Administrative Code. 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 Department'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. Renegotiation 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 Department'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 Department 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 Department 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 State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to section 286.021, Florida Statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

G. Notice and Contact

1. The name, address and telephone numbers of the Contract Manager for the Department for this contract is:

Clara S. Cross
Human Services Program Specialist
FL Dept. of Revenue, Child Support Enforcement
921 North Davis Street
Building A, Suite 251
Jacksonville, Florida 32209-
Phone Number: (904) 798 - 4347
Fax Number: (904) 798 - 4357
E-Mail: CROSSC@DOR.STATE.FL.US

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

Nick Deonas
Chairman
191 Nassau Place
Yulee, FL, 32097-
Phone Number: (904) 321 - 5700
Fax Number: () -
E-Mail:

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 within seven (7) calendar days to the other party and said notification attached to originals of this contract.

H. Name, Mailing and Street Address of Payee

1. The name (Provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, FL, 32034-

2. The name of the contact person and street address where financial and administrative records are maintained:

Mary Potochnix
Supervisor of Finance
416 Centre Street
Fernandina Beach, FL, 32034-

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 within seven (7) calendar days 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, 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 13-page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

Nassau County Board of County Commissioners

SIGNED BY: [Signature]

NAME: Nick Deonas

TITLE: Chairman

DATE: May 8, 2000

59- 1863042
FEDERAL ID NUMBER OR SS NUMBER

N/A
STATE AGENCY 29 DIGIT SAMAS CODE

September 30
PROVIDER FISCAL YEAR ENDING DATE

ATTEST:

[Signature]
C.M. "Chip" Oakley, Jr.
Ex-Officio Clerk

STATE OF FLORIDA, DEPARTMENT OF REVENUE

5-31-00

SIGNED BY: [Signature] 5-31-00

NAME: Nancy Kelley Wittenberg

TITLE: Director of Administrative Services

DATE: _____

[Signature]
Approved as to form and legal content
Child Support Enforcement Program
Legal Unit
Department of Revenue

Approved as to Form by the
Nassau County Attorney

[Signature]
Michael S. Martin

**CONTRACT IS NOT VALID UNTIL
SIGNED AND DATED BY BOTH PARTIES**

CHILD SUPPORT ENFORCEMENT
CONTRACT FOR SERVICE OF
PROCESS WITH SHERIFF'S
DEPARTMENT AND LOCAL
GOVERNMENT

ATTACHMENT I

A. Services to be Provided

Under this contract the County agrees:

1. The sheriff shall promptly attempt service pursuant to section 30.231, Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the department, or its designee.
2. The sheriff shall promptly provide the department or its designee with a copy of the sheriff's return indicating whether service of process has been made. Where service of process has not been perfected, the sheriff must specifically state on the return why service of process has not been perfected. Failure to perfect service at the address provided does not excuse the sheriff from his or her duty to exercise due diligence in locating the person to be served.
3. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the department whenever the sheriff is unable, or is going to be unable to provide the required quality or quantity of services.
4. 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. Default Order and Judgment (when court orders to be served by the sheriff)
 - f. Notice to Absent Parent for deemed Income Deduction Order
 - g. Writ of Bodily Attachment
 - h. Commitment Orders

B. Manner of Service Provisions

1. The sheriff shall attempt to serve process within five (5) working days of receipt of the request.
2. The sheriff shall attempt to serve process on respondent during employment hours at the respondent's place of employment.
3. The sheriff shall attempt to serve process on respondent at respondent's residence, outside employment hours, when the residential address is provided.

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 department shall reimburse the county for no more than a total dollar amount of \$44,229.00 for expenditures made in accordance with the attached Reimbursement Flow Chart (Attachment I, Exhibit A), 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 department 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 request shall be received by the Department 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. **No additional fees shall be required for alias and pluries documents when service was not effected on the original document in that county by that sheriff. "Alias" is defined as a second document issued subsequent to the original document which is for the same person in the same county and the same cause of action as the original. "Pluries" is defined as a third or more document issued subsequent to the alias document which is for the same person in the same county and the same cause of action as the original. Should the person, county or cause of action cited in the alias or pluries differ from the original request, it shall be considered a new request.**
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 34 % of the payment and use the remaining 66 % to reduce the total service of process bill to the department 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 Child Support Enforcement Contract Manager.

D. Special Provisions

1. Area of Service

The services required of the Sheriff pursuant to this contract shall be provided in Nassau 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 department 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.

3. Service to be Performed by the Department

- 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.

4. Modification of Contract due to Statutory Fee Changes

In the event that the service of process fee and/or writ of bodily attachment fee is changed during the term of the contract, all parties agree that reimbursement by the department 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.

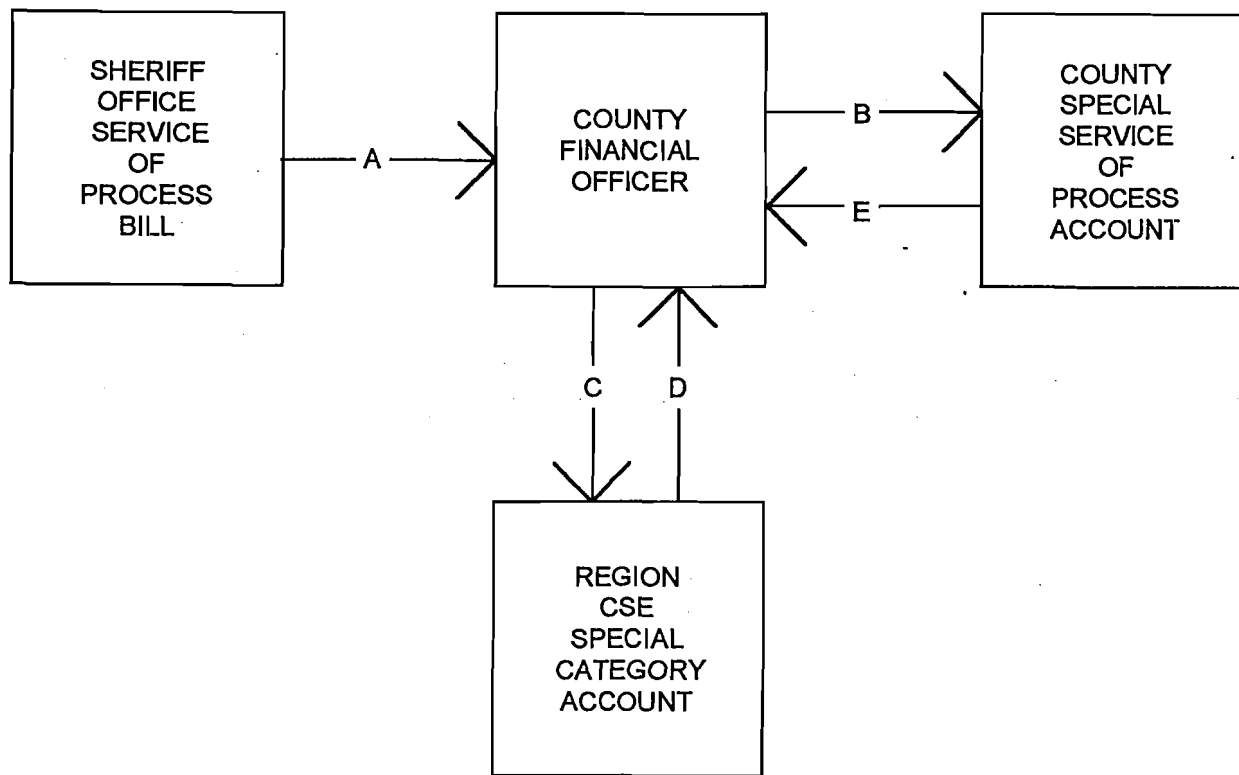
5. Multi-Year Contract Provisions

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

FY 2000 - 2001	\$14,743.00	<hr/>
FY 2001 - 2002	\$14,743.00	<hr/>
FY 2002 - 2003	\$14,743.00	<hr/>
FY 20 - 20	N/A	<hr/>
FY 20 - 20	N/A	<hr/>

EXHIBIT A

FLOW CHART
DEPICTING THE COUNTY BILLING PROCESS
REQUIRED TO CREATE THE NECESSARY
RECORDS FOR AUDITING PURPOSES
TO SHOW COMPLIANCE WITH FEDERAL
REGULATIONS IN USING FEDERAL
FUNDS TO PAY FOR SERVICE OF PROCESS FEES
PURSUANT TO CHAPTER 84-141, LAWS OF FLORIDA



- (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 the Child Support Enforcement contract manager and request that the prevailing rate of Federal Financial Participation of the total cost be reimbursed.

07/01/00

- (D) The Child Support Enforcement contract manager will process the bill and forward same to the purchasing 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 department, 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 department, these funds may also be used as desired by the county.

ATTACHMENT II

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOR cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Revenue may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither the provider nor the provider's principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.



Signature

May 8, 2000
Date

Nick Deonas, Chairman

Name and Title of Authorized Signee

Conflict of Interest Questionnaire

NASSAU BOARD OF COUNTY COMMISSIONERS

Title of RFP/ITB/Contract

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Do you, your immediate family, or business partner have financial or other interests in any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Have any gratuities, favors, or anything of monetary value been offered to you or accepted by you from any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Have you been employed by any of the potential bidders/entities listed within the last 24 months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Do you plan to obtain a financial interest; i.e., stock, in any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Do you plan to seek or accept future employment with any of the potential bidders/entities listed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Are there any other conditions which may cause a conflict of interest? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to any of the above questions, attach to this questionnaire a written explanation of your answer.

I DECLARE ALL OF THE ABOVE QUESTIONS ARE ANSWERED TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE.

Kara S. Cross

Signature

May 12, 2000

Date



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

May 9, 2000

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Ms. Clara S. Cross, Contract Manager
Department of Revenue
Child Support Enforcement
921 North Davis Street, Building A
Jacksonville, FL 32209

Dear Ms. Cross:

Enclosed are five executed, original Contracts for Payment of Service Process for the period of July 1, 2000 through June 30, 2003 as approved by the Nassau County Board of County Commissioners on May 8, 2000. Please return one fully executed contract to this office for our records.

If we may be of any further assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

jgb

Enclosures

Agenda Request For: May 8, 2000

Department: Cir-Fam/Other-Fam/Child Suppt.

Fund: General

Action requested and recommendation:

Recommend Board sign contract with Department of Revenue, Child Support Division, for payment of services for period of July 1, 2000 through June 30, 2003. This is a three-year contract that provides for funding from the State to Nassau County.

Funding Source: Revenue 01167669-331102
Expense 01167669-549031

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

This is a three-year contact for reimbursement of services provided by the Sheriff's Department for collection of Child Support. Reimbursement is in accordance with attachment 1 of contract.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

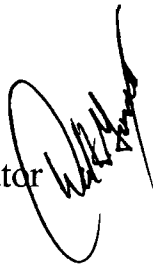
N/A

Reviewed by:

Legal

Finance

Coordinator

A handwritten signature in black ink, appearing to be a stylized name, is written over the 'Coordinator' label.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32035-1010

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MICHAEL S. MULLIN
 County Attorney

WALTER D. GOSSETT
 County Coordinator

MEMORANDUM

TO: Mike Mullin, County Attorney
 J. M. Oxley, Jr., Clerk of Courts

FROM: Walt Gossett, County Coordinator

SUBJECT: Agenda Item Request

DATE: April 27 2000

Dictated but not proof read by
 Walt Gossett - Mailed in his
 absence to avoid delay.

Today I received the attached contract from the Department of Revenue to be executed by the Board of County Commissioners. Please review it for the legal/financial requirements, make comments (if necessary), initial and return to my office at your earliest convenience. Due to the requested response date of May 15th I am placing it on the May 8th agenda. Thank you.



Jim Zingale
Executive Director

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

Child Support Enforcement
921 North Davis Street
Building A, Suite 251
Jacksonville, Florida 32209
(904) 798-4347

April 24, 2000

Mr. Nick Deonas, Chairman
Nassau County Board of County
Commissioners
Post office Box 1010
Fernandina, Fl 32097

Dear Mr. Deonas:

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

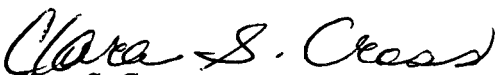
Dear Mr. Deonas:

Our current contract, DZ050, will terminate June 30, 2000. Enclosed are five original new contracts for the period, July 1, 2000 through June 30, 2003. The total amount of the contract is \$44,229.00 for the three year period at the rate of \$14,743.00 for each year.

Please have the proper signing authority sign, date, and return the five original contracts to this office by May 15, 2000. Original signatures and dates are needed on pages 7 and 13 for each contract. After all parties have signed, we will forward you a copy of the contract.

Please feel free to call me at (904) 798-4347 if you have questions. Thank you.

Sincerely,


Clara S. Cross
Contract Manager

00 APR 27 11:54
OFFICE OF THE CLERK
STATE OF FLORIDA