

ORDINANCE NO. 01-2025

AN ORDINANCE OF THE COUNTY OF BERKS, PENNSYLVANIA, AMENDING ORDINANCE 04-2020 AND AUTHORIZING BERKS COUNTY TO ENTER INTO TWO (2) AMENDED 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 contracted with the Berks County Sheriff's Department for the provision of these services; and

WHEREAS, the County of Berks and the Berks County Deputy Sheriff's Association entered into an amended collective bargaining agreement increasing the work week of deputy sheriffs to forty (40) hours; and

WHEREAS, the parties wish to amend the original Intergovernmental Cooperation Agreements and ordinance to reflect the updated work schedule of the Deputy Sheriffs.

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 Amended Agreements, 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 affected 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.

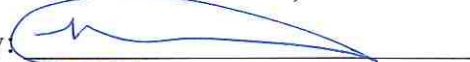
8. This Ordinance shall become effective at the earliest date provided by law.

ENACTED AND ORDAINED this 10 day of April 2025, by the Board of Commissioners of the County of Berks, Pennsylvania.

COUNTY OF BERKS

By: 

Christian Y. Leinbach, Chair

By: 

Michael S. Rivera, Vice Chair

By: 

Dante Santoni, Jr., Commissioner

Attest:



Amanda Bentzel, Chief Clerk

EXHIBIT A

Intergovernmental Agreement– Sheriff/Warrants Amendment

This Intergovernmental Agreement-Sheriff/Warrants Amendment (Amendment), effective October 1, 2024, is made this 10 day of April, 2025, by and between the Board of County Commissioners of the County of Berks, Pennsylvania, (Commissioners)

AND

the Berks County Sheriff's Office (Sheriff),

AND

the Court of Common Pleas of Berks County, Domestic Relations Section (DRS).

WITNESSETH:

WHEREAS, the Commissioners, Sheriff, and DRS executed an Intergovernmental Agreement-Sheriff/Warrants effective October 1, 2020 (IA); and

WHEREAS, the Sheriff and its Deputy Sheriffs thereafter executed a collective bargaining agreement with an effective date of July 31, 2024 (CBA); and

WHEREAS, pursuant to the terms of this CBA, the Deputy Sheriffs permanently and as otherwise partially assigned to the DRS to perform various duties, as specified in Section III, below, are now scheduled for an eight (8) hour workday in their full-time positions; and

WHEREAS, the parties seek to amend the IA in accordance with the terms of the current CBA;

NOW, THEREFORE, the parties agree to amend the IA, Sections II, III, V and VII, as follows:

II. ASSIGNMENT OF DEPUTY SHERIFFS

The Sheriff shall employ and permanently assign up to four (4) full-time Deputy Sheriffs to the DRS to perform various duties, as specified in Section III, below. In addition, in the event one of the assigned deputies/deputy positions is not available, the Sheriff may assign other Deputy Sheriff(s) to perform the duties as prescribed in this agreement. Those Deputy Sheriffs shall maintain their principal offices within the Office of the Sheriff.

Intergovernmental Agreement– Sheriff/Warrants Amendment

III. DUTIES OF THE DEPUTY SHERIFFS

The assigned 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.

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

Intergovernmental Agreement– Sheriff/Warrants Amendment

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 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 up to 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

Intergovernmental Agreement– Sheriff/Warrants Amendment

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).

VII. Hours of Work

The Sheriff shall assign up to four Deputy Sheriffs to the DRS on a full-time basis as defined in the most recent collective bargaining agreement. Such schedule may include work during “normal” business hours as well as work during evenings 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.

To the extent not otherwise inconsistent with the above amendments, all other provisions of the Intergovernmental Agreement of September 24, 2020 shall remain in full force and effect.

Intergovernmental Agreement– Sheriff/Warrants Amendment

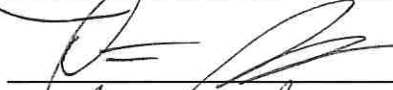
IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on this
10 day of April, 2025,

By:


_____, President Judge, Berks County Court of Common Pleas


_____, Chair, Berks County Commissioners


_____, Vice Chair, Berks County Commissioners


_____, Berks County Commissioner


_____, Berks County Sheriff


_____, Berks County Domestic Relations Section Director

EXHIBIT B

Intergovernmental Agreement – Sheriff/Security Amendment

This Intergovernmental Agreement-Sheriff/Security Amendment (Amendment), effective October 1, 2024, is made this 10 day of April, 2025, by and between the Board of Commissioners of the County of Berks, Pennsylvania, (Commissioners)

AND

the Berks County Sheriff's Office (Sheriff),

AND

the Court of Common Pleas of Berks County, Domestic Relations Section (DRS).

WITNESSETH

WHEREAS, the Commissioners, Sheriff, and DRS executed an Intergovernmental Agreement-Sheriff/Security effective October 1, 2020 (IA); and

WHEREAS, the Sheriff and its Deputy Sheriffs thereafter executed a collective bargaining agreement with an effective date of July 31, 2024 (CBA); and

WHEREAS, pursuant to the terms of this CBA, the Deputy Sheriffs assigned to the DRS for security are now scheduled for an eight (8) hour workday in their full-time positions; and

WHEREAS, the parties seek to amend the IA in accordance with the terms of the current CBA;

NOW, THEREFORE, the parties agree to amend the IA, Section II, as follows:

II. Assignment of Deputy Sheriffs

The Sheriff shall employ and regularly assign Deputy Sheriffs to the DRS to perform various duties as specified in the Intergovernmental Agreement – Sheriff/Security. 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 DRS 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 providing DRS security coverage. These hours may be altered by written agreement.

To the extent not otherwise inconsistent with the above amendment, all other provisions of the Intergovernmental Agreement of September 24, 2020 shall remain in full force and effect.

IN WITNESS WHEREFORE, the parties hereto have executed this agreement on this 10 day of April in the year 2025.

By , President Judge, Berks County Court of Common Pleas

, Chair, Berks County Commissioners

, Vice County, Berks County Commissioners

, Berks County Commissioner

, Berks County Sheriff

, Berks County Domestic Relations Section Director