

Contract No. CM1358
Bid/RFP No. NC08-007

MISDEMEANOR PROBATION SERVICES FOR THE
FOURTH JUDICIAL CIRCUIT, IN AND FOR NASSAU COUNTY, FL

THIS CONTRACT is made and entered into as of the 1st day of December, 2008, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", on behalf of the Fourth Judicial Circuit Court in and for Nassau County, and The Salvation Army, a Georgia corporation authorized to do business in the State of Florida as a foreign non profit corporation, hereinafter referred to as the "Contractor".

WHEREAS, certain misdemeanor defendants are placed on probation by the County Court, Fourth Judicial Circuit, Nassau County (the County Court); and

WHEREAS, Section 948.15, Florida Statutes, states that supervision, rehabilitation and probation services may be provided by a Court approved private entity; and

WHEREAS, the County Court utilizes private entities to provide certain misdemeanor probation services for the efficient administration of justice in Nassau County; and

WHEREAS, the County Court desires to continue to utilize the services of a private misdemeanor probation agency pursuant to a written agreement which establishes minimum standards of service and financial accountability for the Contractor; and

WHEREAS, the County is required by statute to act as a contracting party on behalf of the County Court and will assume the duties established by this contract; and

WHEREAS, the County shall be deemed a third party beneficiary of this contract and this contract shall be administered by the Office of the Court Administrator of the Fourth Judicial Circuit of Florida and is subject to approval by the Nassau County Board of County Commissioners and County Judge.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration received by the parties, the County and the Contractor agree as follows:

ARTICLE 1. SCOPE OF SERVICES.

1.1 The Contractor shall provide misdemeanor probation services as required by this agreement and by the judges of the County Court. The Contractor agrees to provide, but not limited to, the services as described in Attachment "A", attached hereto and incorporated by this reference, to court ordered probationers under their supervision consistent with standards and criteria of the Florida Department of Corrections.

ARTICLE 2. TERM AND RENEWAL.

2.1 The term of the Contract shall begin at the date above written, upon the signatures of all parties and shall remain in effect for two (2) years. The performance period of this Contract may be extended upon mutual agreement between the parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be upon mutual agreement of the County, Court Administrator, and Contractor.

ARTICLE 3. PAYMENTS TO THE CONTRACTOR

3.1 The Contractor is entitled to collect from each probationer costs of supervision as may be ordered by the sentencing Court and as authorized by Florida Statute. This amount is currently established at \$55.00 per month by the County Court. The County Court shall review this amount at least annually and may order an increase or decrease for new cases, at its discretion, according to Florida law. The Contractor shall maintain documentation of all these payments.

3.2 The sentencing Court may, in its direction, order that cost of supervision fees be waived in cases involving indigent probationers and the Contractor agrees to accept such cases. Indigents, whose fees have been waived by the court, are ensured placement irrespective of ability to pay.

3.3 The County, the Chief Judge, the Court Administrator, and the county Court do not assume any liability to the Contractor for its costs of supervision or any uncollected fees. The Contractor shall look solely to the individual probationers for such payments.

3.4 The Contractor shall accept payments for restitution, fines, investigation cost, prosecution cost, Public Defender Application Fee Assistance and all Court costs or fees so ordered by the sentencing Court, and as authorized by Florida State Statute, in such forms as are acceptable to the Contractor. Partial payments shall be accepted and appropriate records maintained. Written receipts shall be issued to the probationers for all payments received by the Contractor. All restitution payments shall be made to the victim promptly following receipt. In any case where the victim can not be located or where less than the full amount of the fine and cost is collected, the Contractor shall request the sentencing Court for proper distribution instructions.

3.5 A written document detailing the standard of procedures for handling collection of all offender fees and restitution will be provided by the Contractor to the Administrative County Judge, or his or her designee, for review and approval before the beginning of this contract. The Standard of Procedures provided by the Contractor shall establish the priority for payment distribution and may be modified upon recommendation and mutual consent of both the Contractor and the Administrative County Judge.

3.6 The County and the County Court make no representations as to the number, if any, of cases that may be assigned to the Contractor.

ARTICLE 4. DISBURSEMENT OF FUNDS COLLECTED

4.1 Payments collected by the Contractor for fines, investigation cost and court cost shall be disbursed weekly in the form of a written check to the Clerk of Court along with a detailed report. The detailed report shall include: name of probationer, case number, charge(s), probation disposition, receipt for payments, amounts of restitution and court ordered monetary requirements. Report shall be in electronic format (ASCII pipe delimited).

4.2 Nassau County reserves the right to modify the method of disbursement of fines and court cost collected for Nassau County where it is deemed to be in the best interest of Nassau County.

ARTICLE 5. TERMINATION

5.1 This Contract may be terminated by the Contractor, without cause, upon three (3) months prior written notice.

5.2 This Contract may be terminated by the County or the Court with cause amounting to a material breach of the terms hereof by providing written notice to the Contractor, or without cause, in the sole and absolute discretion of the County upon providing thirty (30) days written notice to the Contractor. After receipt of a Termination Notice, and except as otherwise directed by the County or the Court, the Contractor shall transfer all active files to the County or the Court, or Agency designated by the County or the court, transfer any funds that have been collected and not yet disbursed, and assist the County or the court in an orderly transition. The right of termination provided to the County and the court herein shall be cumulative of all other remedies available at law.

ARTICLE 6. PROGRAM SERVICES AUDIT

6.1 The Court Administrator may designate representatives to visit the Contractor's probation facilities periodically to conduct random open file evaluations during the Contractor's normal business hours.

ARTICLE 7. PERSONNEL

7.1 The Contractor represents that it has secured, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such probation personnel (except for instructors and group facilitators) shall not be employees of or have any contractual relationship with the County, the Court, or any law enforcement agency.

7.2 The Contractor will maintain a minimum staffing level of at least one probation officer per each one hundred and fifty (150) probationers to insure effective supervision of probationers, pursuant to Section 948.15(3) (c), Florida Statutes. To the highest extent possible, the Contractor shall assign each probationer to a probation officer who shall maintain and be responsible for the case throughout the term of the probation.

7.3 All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

7.4 All probation officers hired for this contract must possess, at a minimum, a high school diploma or equivalent. All supervisors must possess a Bachelor's degree, or have an equivalent combination of education and relevant experience. A background

check, including FCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired probation officers and supervisors to determine that the person is a good character and has no felony or other conviction involving dishonesty or deceit. Pursuant to Section 948.15(3)(b), Florida Statutes, staff qualifications and criminal record checks of staff shall comply with standards established by the American Correctional Association as of January 1, 1991. The results of the background check shall be kept on file and available for examination by the County Court and the County.

7.5 Each employee, officer, director, and principle shall provide a signed affidavit, executed under oath, constituting an official statement within the purview of Section 837.06, Florida Statutes, that the information provided by the person for his or her application and/or background check is true and accurate, that there are no material omissions therein, and that the intentional false execution of the affidavit constitutes a misdemeanor of the second degree. These affidavits shall be maintained by the Contractor and made available to the Court Administrator upon request.

ARTICLE 8. FEDERAL AND STATE TAX

8.1 The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certification submitted by the Contractor. The Contractor shall not be exempted by virtue of the county's Exemption from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials.

8.2 The Contractor shall be responsible for payments of its own and its share of its employees FICA and Social Security benefits with respect to this contract.

ARTICLE 9. INDEMNIFICATION

9.1 The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or

omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

9.2 In any and all claims against the Owner or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

ARTICLE 10. EQUAL EMPLOYMENT/NONDISCRIMINATION

10.1 In accordance with Federal, State and Local law, the Contractor warrants and represents that it will not discriminate against any employee, applicant for employment, or clients because of race, color, religion, sex, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with disabilities Act (ADA) during the performance of this contract.

ARTICLE 11. INSURANCE

11.1 Contractor shall maintain appropriate insurance required to perform services as detailed under Scope of Services as required by State of Florida statutes and regulations.

11.2 Contractor shall not commence work until he/she has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.

11.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligations under this Contract.

11.4 The Contractor shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$1,000,000.00 on a claims made basis.

11.5 The Contractor shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the firm from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

11.6 The Contractor shall maintain, during the term of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for Bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

11.7 The Contractor shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

11.8 All insurance, other than Professional Liability and Workers' Compensation, maintained by the Contractor, shall specifically include the County as an "Additional Insured".

ARTICLE 12. GOVERNING LAWS/VENUE

12.1 This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida

ARTICLE 13. SUCCESSORS AND ASSIGNS

13.1 The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in

respect to all covenants of this Contract. Neither the County nor the Contractor shall be construed as creating any personal liability on the part of any officer or agent of the county which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

13.2 The Contractor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

ARTICLE 14. DISCLOSURE AND CONFLICT OF INTEREST

14.1 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.

14.2 Upon execution of this agreement, and thereafter as any changes occur, the Contractor shall notify the County and the County Court of any financial interest it may have in any and all programs utilized by those people placed on probation in Nassau County which the Contractor sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

14.3 Financial interest includes, but is not limited to: monetary compensation, referral fees, mutuality of officers, directors or employees, and any other information available to assist the County and the County Court in evaluating the various programs and their relationships with the Contractor.

ARTICLE 15. ARREARS

15.1 The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16. CONTINGENT FEES

Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20. ENFORCEMENT COSTS

20.1 If any legal action or other proceeding is brought for the enforcement of this Contract, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, Court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21. AUTHORITY TO PRACTICE

21.1 The Contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and County Government, which may be applicable to the service being provided. The contractor hereby represents and warrants that is has and will continue to maintain all necessary permits, licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

ARTICLE 22. SEVERABILITY

22.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE 23. DOCUMENTS

23.1 The documents which comprise this Agreement between the County and the Contractor are attached hereto and made a part hereof and consist of the following:

- A. This Agreement;
- B. The Scope of Services attached hereto as Attachment "A";

- C. The Contractor's written response to the Request for Qualifications for Misdemeanor Offender Supervision Services, Bid No. NC08-007;
- D. Any written amendment, modifications or Addenda to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chair

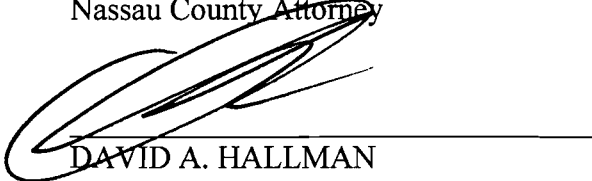
ATTEST TO CHAIRPERSON'S
SIGNATURE:



JOHN A. CRAWFORD

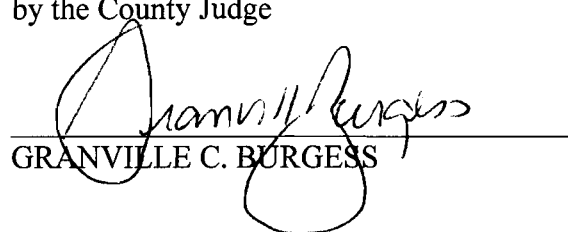
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

Approved as to form and content
by the County Judge



GRANVILLE C. BURGESS

17.1 The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the county. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respect the Contractor's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the county. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 18. ACCESS AND AUDITS

18.1 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work as well as records of payments received and disbursed for at least five (5) fiscal years. The County, The County Court, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business, pursuant to Section 948.15(3), Florida Statutes.

ARTICLE 19. ENTIRETY OF CONTRACTUAL AGREEMENT

19.1 The County and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this

counselor's case file. Also, identify any self-improvement needs not addressed by the court order and assist the probationer in treatment referral and follow-up. Records of referrals to such programs and progress reports shall be included in the case files.

3. Provide job placement referral service for probationers as needed.
4. Conduct personal office visits for counseling with each probationer. Make no less than one personal contact per month with the probationer by a supervising

counselor to evaluate conformity with the court order, provide an opportunity for counseling and to collect cost of supervision fees assessed.

5. Maintain monthly contacts with agencies that provide self-improvement resources necessary to enforce the conditions of supervision. Verify completion of self-improvement programs by the probationer.
6. Maintain close follow-up and enforce all ordered conditions of probation that require participation in a designed program by making the initial follow-up referrals and enforce special conditions of probation including:
 - (a) Restitution
 - (b) Fines, Investigation Cost and Court Costs
 - (c) Evaluation and Treatment Programs
 - (d) Community Service Hours
 - (e) Cost of Supervision
 - (f) Procurement of License

The Contractor shall place priority on payment of restitution. Waivers by the sentencing Court of any special condition of probation shall be noted in the case file.

7. The Contractor shall cooperate with all treatment agencies, schools, and other programs to which offenders are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the sentencing Court.
8. The Contractor shall provide written procedures for accessing criminal history records of probationers.
9. Any new programs proposed by the Contractor to be utilized by the people placed on probation in Nassau County shall be disclosed to the County Court prior to implementation and shall be subject to the review and approval of the County Court.

C. Records

1. The Contractor shall maintain a separate file containing information on each probationer referred to the program. In addition to fiscal records, the probationer's file will include the following:

- (a) Name of the probationer
 - (b) Case number
 - (c) Charge(s)
 - (d) Probation disposition
 - (e) Automated house arrest records
 - (f) Correspondence
 - (g) Monthly Receipts for COS payments
 - (h) Any known prior criminal record.
 - (i) Court Order relating supervision
 - (j) Intake and Supervision Report
 - (k) Monthly report
 - (l) Records of restitution and court ordered monetary requirements
 - (m) Report of treatment programs or other special conditions of the court
 - (n) Reports of Violation
 - (o) Reports of Termination
 - (p) Date and time of each contact in field or office
2. Retain and maintain records on probationer's supervision and cost transactions involved in collection of Cost of Supervision for a period of not less than five (5) years from the ending date of the probation.
 3. Representatives of the Auditor General of the State of Florida, the Court Administrator or the Clerk of the Court or their duly authorized representatives shall have access for purposes of examinations, to any books, documents, papers and records of the Contractor as they may relate to this project.
 4. Maintain a separate file on each probationer as a part of a uniform file system. Record date and time chronologically of each contact made.

D. Reports

1. Prepare a report on violation and modification of probation as appropriate to the Judge in charge of the case. A revocation of offender's probation will be recommended when a significant violation of a court order has occurred.
2. Contractor shall provide to the Chief Judge of the Fourth Judicial Circuit as well as the appropriate County Judges at a minimum a quarterly statistical report summarizing the number of offenders supervised, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. .
3. The Contractor shall provide an annual report to the Administrative County Judge and the County, and other statistical reports as required by the Court or law.

E. Job Assistance

1. The Contractor shall encourage unemployed probationers to improve the probationer's employability through schools and training. The Contractor shall provide services to all probationers in securing suitable employment and shall provide to the Administrative County Judge or his or her designee a written document detailing its job assistance procedures.

F. Offices

1. The Contractor shall maintain at least one (1) office within Nassau County.
2. The hours of operation of the Contractor shall be flexible to encourage employment of the probationers. The Contractor shall staff and receive probationers in at least one office on Saturday or Sunday. This office should be rotated around the County. All offices shall have posted working hours until at least 7:00 p.m. on at least one weekday per week. The Contractor shall notify the probationers of its hours of operation.

G. ADA & Language Interpreters

1. The Contractor shall have, either on staff or on an on-call basis, interpreters to assist the probationer(s) in understanding and meeting the terms of probation pursuant to provisions of the Americans with Disabilities Act (ADA).

2. The Contractor shall have either on staff or on an on-call basis, interpreters fluent in foreign languages to assist the probationer(s) in understanding and meeting the terms of their probation.

H. Supervision

1. Initial Intake and Counseling – The Contractor shall require an initial face to face contact with all probationers for counseling and supervision, unless waived by the sentencing Court, upon initiation of the probation. The Contractor shall clearly explain all of the terms of the probation to the probationer in a manner that the probationer fully understands. The Contractor shall conduct a substance abuse evaluation of the probationer within 15 (fifteen) days of the initiation of the probation, if ordered by the Court. In cases where the probationer has been ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the Court, the Contractor shall verify the probationer’s actual home address by conducting a site visit thereof with the probationer. The Contractor shall verify the probationer’s employment within the first thirty (30) days of the probation, unless specifically waived by the Court.
2. Supervision – In addition to the initial intake and counseling session noted above, most probationers will be required to report to the Contractor’s office once per week during the first month of their probationary term. Probationers will then be required to report to the Contractor’s office once per month for the remainder of their probationary term. The Court may alter the frequency of visits in individual cases. Attendance by the probationer at Court ordered counseling sessions is in addition to required visits with the Contractor.
3. Electronic Monitoring – The Contractor may also be required to electronically monitor probationers as directed by the Court. This may be in addition to the supervision noted above. Costs of electronic monitoring shall be borne by the probationers and shall be in addition to cost of supervision fees referenced in Article 3, herein.

I. Change in Orders

1. Proposed orders of probation violation, probation modification, and early termination shall be prepared by the Contractor.
2. All required forms by the court shall be provided at the expense of the Contractor and shall conform to a format adopted by the County Court.

J. Community Service Work

1. The Contractor shall emphasize governmental projects when scheduling probationers to perform community service hours ordered by the Court. Probationers shall generally be referred to the Nassau County Human Resources Department for assigning to specific tasks which will be supervised by the County. The Contractor may, however, refer probationers to approved non-profit service organizations for completion of community service hours if the County is unable to adequately utilize all of the probationers or if there is a specific project which requires community service workers. The Contractor is not permitted to utilize the service of probationers to perform community service work to the benefit of the Contractor.

K. Violation of Probation

1. When a violation of any term of probation is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit within fifteen (15) days of the occurrence. If the affidavit recommends revocation of a probationer's probation, the affidavit must include the circumstances under which revocation is being recommended. In the event the Contractor recommends termination of probation prior to the probationer having completed payment of restitution, fines, investigation cost or Court costs, without notifying the sentencing Court that the conditions have not been completed, the Contractor shall be responsible for the payment of any remaining restitution, fines, investigation costs, or Court costs unless waived, for good cause, by the sentencing Court. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a copy of the case file to the judge in whose division the case has been heard. The probation officer shall transmit with the case file a cover letter on

Contractor letterhead outlining in detail the efforts made by that officer to seek compliance with the terms of probation.

L. Employees and Subcontractors

1. Prior to the time this contract is executed, the Contractor shall submit to the Court Administrator or his or her designee a list of the names of all probation employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include education levels and job titles of all probation employees. The Contractor shall submit an update list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the Court Administrator.

M. Contractor's Financial Records

1. In addition to maintaining the individual case files, the Contractor shall maintain financial records, capable of being audited, of all fines, investigation cost, restitution, and supervision fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County auditor and to the Court Administrator, or his or her designee, within one hundred and twenty (120) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under this contract. Notes to the financial statements shall disclose any noncompliance with Article 14 of this contract relating to conflict of interest matters.
2. The Contractor shall also record and maintain statistical data concerning the number and types of cases being handled, terminated, and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required by the Administrative County Judge, the Court Administrator, or the County to assist them in evaluating the effectiveness of the Contractor's activities. A quarterly report

shall be submitted to the Court Administrator, or his or her designee, and to the Chief Judge pursuant to Section 948.15(3), Florida Statutes.

3. The Contractor shall provide to the Court Administrator, or his or her designee, and the County a copy of the Contractor's fiscal budget each year within thirty (30) days of the beginning of its fiscal year.

N. Public Records and Open Meeting Law

1. The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws.