

SUPPLEMENTAL AGREEMENT TO PROVIDE HUMAN SERVICES

COLUMBIA COUNTY, FLORIDA

~ and ~

COLUMBIA COUNTY SENIOR SERVICES, INC.

This Agreement is made and entered this 20th day of January 2022 by and between Columbia County, Florida, a political subdivision of the State of Florida, (the "County") and Columbia County Senior Services, Inc., a provider of services to senior citizens of Columbia County ("Contractor").

WHEREAS, the citizens of Columbia County, Florida have a need and demand for the provision of certain human services, specifically services for senior citizens; and

WHEREAS, Contractor is a recognized provider of said human services, uniquely situated to deliver human services directly to the citizens of Columbia County, Florida;

WHEREAS, the County wishes to fix the terms of payment for this and successive budget years subject to annual appropriation by the Columbia County Board of County Commissioners; and

WHEREAS, Contractor is desirous of an agreement that will provide for regular, uninterrupted funding of its operations in fulfilment of its contractual obligations to the citizens of Columbia County.

NOW, THEREFORE, subject to the terms and conditions hereof, the parties agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are true and correct and are incorporated herein by reference.
2. **ANNUAL FUNDING BY APPROPRIATION, SUBJECT TO AUDIT.**
 - a. Each calendar year as part of its budget process the Board of County Commissioners for Columbia County, Florida, shall consider whether to appropriate funds to Contractor for the purpose of funding the Contractor's operations in fulfilment of this and any other agreements between the County and Contractor. If the Board of County Commissioners declines to appropriate funds

for this agreement, then no payment shall be due under this or any other agreement with Contractor.

- b. Prior to payment of the first quarterly payment, Contractor shall provide to the County the Contractor's most recently completed audit for a fiscal year ending not more than one year prior to the commencement of the County's current fiscal year. No payment shall be made by the County to the Contractor unless and until said audit is filed with the County. It shall be the Contractor's responsibility to secure and pay for its own audit.
- c. Payments shall be due on the first day of each quarter and shall be paid during the first month of each quarter.


3. BOARD OF DIRECTORS.

- a. If Contractor is governed or managed by a board of directors, then Contractor agrees that in no event shall any member of its Board of Directors be a "sexual offender" as that term is defined in Florida Statutes section 943.0435(1)(h).
- b. In the event the County discovers that any member of the Contractor's board of directors is a sexual offender, all payments due hereunder shall be suspended and no payment shall be made until such time as said member of Contractor's board or directors has been removed or resigned from directorship. If said member is not removed or resigned from directorship within 30 days of the County informing Contractor of the County's discovery of said member, then this agreement may, in the County's discretion, be terminated with no further funding paid to the Contractor for the remainder of the fiscal year.


- 4. RENEWAL.** This supplemental agreement may be entered in addition to any other agreements the County or Contractor may require to further evidence the performance of human services by the Contractor for the County. Notwithstanding any provision to the contrary in any other agreement, this supplemental agreement shall be renewed annually upon adoption of a County budget that appropriates money to the Contractor for the provision of human services. This renewal provision shall not be construed to automatically extend other agreements between the Contractor and County, but shall be construed to allow for uninterrupted funding of the Contractor's human services so long as appropriation is made in each budget cycle.

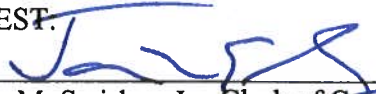
IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized agents on the date above.

COLUMBIA COUNTY SENIOR
SERVICES, INC.

By: 
Print: DAVID HUCKABEE
Title: EXECUTIVE DIRECTOR

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS


_____, Chair

ATTEST. 
James M. Swisher, Jr., Clerk of Court