



OFFICE OF THE PRESIDENT

Item 5.3.1

PRESENT TO BOARD: JUNE 27, 2018

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: LEASE AGREEMENT – FLORIDA CENTER FOR ADDICTIONS AND DUAL
DISORDERS

Approval is requested to **renew** of a lease agreement between Tri-County Human Services, Inc. and South Florida State College for the Florida Center for Addictions and Dual Disorders at an annual rate of \$138,900. This represents no change from the prior year.

SUGGESTED MOTION:

Move to approve the renewal of a lease agreement between Tri-County Human Services, Inc. and South Florida State College for the Florida Center for Addictions and Dual Disorders as presented.

Lease Agreement
Florida Center

THIS CONTRACT is entered into this 1st day of, July 2018, between **South Florida State College**, hereinafter referred to as the "Lessor", and **Tri-County Human Services, Inc.** hereinafter referred to as the "Lessee".

THE LESSOR AND LESSEE AGREE AS FOLLOWS:

1. The Lessee shall lease from the Lessor the buildings generally called the Florida Center, located at 100 W. College Drive, Avon Park, FL 33825, for offices, dorms, kitchens, and other operating sites as needed for operation of the Florida Center for Dual Addictions. The lessee shall be leasing mutually agreed upon space at the SFSC Teacherage located at 501 Lemon Avenue, Sebring, FL 33870 for the operation of the Drug-Free program.
2. The Term of this agreement is from July 1, 2018 to June 30, 2019. This agreement is renewable upon mutual consent of both parties.
3. The Lessee shall pay the Lessor the sum of \$11,575 per month as rent payable on the first day of each month during the term of the agreement. The name and address of the official payee to whom the payment shall be made:

South Florida State College
Attn: Accounts Receivable
600 W. College Drive
Avon Park, FL 33825

4. The cost of utilities, which includes, electricity, water, sewer, garbage pickup and gas, shall be paid by the Lessee.
5. The facilities leased by the Lessee shall be insured for property coverage by the Lessor through the Florida College System Risk Management Consortium.
6. All other tangible personal property, materials and supplies located in said space shall be under the full care, custody and control of the Lessee and shall be insured by the Lessee. Lessee will maintain commercial general and professional liability insurance levels of at least \$2,000,000 to cover services rendered and provide the Lessor with proof of insurance.
7. Any alternations, variations, modifications and waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed by all parties to the contract and attached to the original contract.
8. This contract contains all terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. Either party can terminate the provisions of this contract provided that a sixty (60) day written notice is provided to the other.
9. The Contract Manager for the Lessor for this contract is Melissa Lee. The representative of the Subcontract responsible for the administration of the program

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

10. The Lessor will be liable for property damage and/or bodily injury pursuant to this agreement which occur as a direct result of the negligence of the Lessor, its agents, or employees. The College is self-insured through the Florida College System Risk Management Consortium and per Florida Statutes 768.28 is limited to sovereign immunity limits of \$100,000 per person and \$200,000 per occurrence.
11. The Lessee shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Lessor harmless from all claims, suits, judgments and damages, including court costs and attorney's fees, including appellate, arising from the negligent omissions of the Lessee in the operation of services provided under this contract.
12. This contract shall not be assigned by the Lessee without prior written approval of the Lessor, which shall be attached to this contract and subject to such conditions and provisions as the Lessor may deem necessary.
13. The Facilities Use agreement for the Florida Center is agreed as follows:
 - a. Lessor or any of its agents or employees shall have the right to enter said premises during all reasonable hours, to examine and inspect the same.
 - b. Lessor shall not be liable for any injury to or damage or loss sustained by Lessee, any agent, employee, client, patient, licensee, invitee, or guest of Lessee, or any other person occurring in or about the leased premises or on the sidewalks, parking area (public or private) in and around any building situated on the rented premises or on the stairs or in the corridors, if any, within or without any of said buildings, which results from fire, explosion, windstorm, acts of God, the public enemy, unavoidable accident, or any other cause except the negligence and willful misconduct of Lessor. Lessee agrees to defend, indemnify, and save Lessor harmless from any and all fines, claims, demand, and action of any kind of character resulting from or brought about by reason of Lessee's occupation of or presence on the leased premises, or of Lessee's breach, violation, or nonperformance of any condition of this Facility Use Agreement, and further, not to do or refrain from doing any act or thing or allow any condition to exist that would directly or indirectly increase the rates of insurance or to create a fire hazard on the premises. The indemnification of the Lessor by the Lessee shall not constitute a waiver of sovereign immunity. Lessor agrees to maintain, at its expense, adequate fire and extended coverage insurance on the buildings and improvements situated on the rented premises.
 - c. Lessor reserves the right to use the parking area in the west parking lot located at the Florida Center.

- d. The Lessor will provide facilities and lawn maintenance services to the Lessee. **Facility and lawn maintenance services and supplies** include and are not limited to the recurring professional services for maintenance of the exterior grounds and building repairs and maintenance to include grounds keeping, electrical systems, plumbing systems, air conditioning systems, alarm systems, fire suppressions, exhaust systems, and major equipment which are an integral component of the building. This also includes all materials and labor supplies needed to keep the above systems operational

- e. The Lessor is not responsible for maintenance or custodial expenditures occurring as a direct result of activities undertaken by the Lessee. Examples of such activities include moving of furniture/equipment, repair and replacement of minor equipment, and repair of toilet overflows, etc.


LESSOR
DISTRICT BOARD OF TRUSTEES
SOUTH FLORIDA STATE COLLEGE

By: 

Dr. Thomas Leitzel, President

Date: 7-17-18

LESSEE
TRI-COUNTY HUMAN SERVICES, INC.

By: 

Robert Rihn, Executive Director

Date: 6/7/18
