



EXHIBIT "D"

OFFICE OF THE PRESIDENT

Item 5.2.2

PRESENT TO BOARD: JUNE 25, 2025

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

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

We are recommending that the District Board of Trustees approve the renewal of the 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 the lease for The Florida Center for Addictions and Dual Disorders as presented.

FLORIDA CENTER LEASE AGREEMENT

THIS CONTRACT is entered into on this 1st day of July 2025, 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.

2. The Term of this agreement is from July 1, 2025, to June 30, 2030. This agreement is renewable with the mutual consent of both parties.

3. Lessee shall pay the Lessor the sum of \$11,575 per month for the period of July 1, 2025 through June 30, 2026. For the years thereafter, the rent for any extended term or extended terms, as applicable, shall increase by four percent (4%) over the prior year's rent and each subsequent lease year's rent as rent is 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 alterations, 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 the 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 Peter Elliott, Vice President for Administrative Services. The representative of the Subcontract responsible for the administration of the program under this contract is Robert "Bob" Rihn. In the event that different representatives are designated by either party after the execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to the originals of this contract.

10. The Lessor will be liable for property damage and/or bodily injury pursuant to this agreement that occurs 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, according to 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. Lessor, at its cost and expense, shall maintain in a commercially reasonable manner the foundations, the roof and the structural soundness of the floors and structural components of the Building, the exterior walls (excluding the interior surfaces of the exterior walls and excluding all windows, doors, plate glass and showcases); the exterior water, sewage and gas and electrical services up to the point of entry to the Leased Property, the parking lot and driveways, except that Landlord shall not be required to make any repairs occasioned by the act or neglect of Tenant or its assignees or sublessees, or their agents or employees. In the event the Leased Property should become in need of repairs required to be made by Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord. Notwithstanding the foregoing, in no event shall Landlord be responsible for repair to wear and tear within the Leased Property. Tenant shall be responsible, at its cost and expense, for the maintenance, repairs, and replacement of or to the Leased Property for the interior surface of the exterior walls, plate glass, and showcases, sink faucet leaks of seals, lighting fixtures, floor coverings, ceilings, walls and plastering's, any items not specifically listed above as maintenance obligations of the Landlord, any leasehold improvements (inclusive of any new systems installed by Tenant such as electrical systems inside the Leased Property), replacing light bulbs and ballasts within the Leased Property, and for repairs occasioned by the act or neglect of Tenant. If a breakdown of the HVAC system within the Leased Property occurs, Landlord will make proper repairs. Tenant shall maintain an HVAC maintenance program throughout the Term (to service the HVAC bi-annually) and provide Landlord proof of such HVAC maintenance upon request. In the event Tenant shall fail or refuse to maintain, repair or make replacements for the Leased Property as required herein, Landlord may then, at its option, after five (5) business days' written notice to Tenant, make such repairs or replacements and the same shall be paid for by Tenant within thirty (30) days of receipt of the invoice as Additional Rent.

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.

Plumbing Leaks. The Landlord shall not be liable to Tenant for damage occasioned by water damage arising from any act or negligence of any Tenants of adjoining or contiguous property unless such damage is a result of Landlord's active, gross negligence or Landlord's failure to make repairs or to perform maintenance required to be made or

performed by Landlord under the terms of this Lease within a reasonable time after receipt of proper notice from Tenant, or within a reasonable time after Landlord acquires actual knowledge of the need to perform any maintenance or to make any repairs required to be performed or made by Landlord. Reasonable time shall be defined as ten (10) calendar days from date of notice or date of knowledge of need to perform. Failure to repair within the reasonable time shall cause the Tenant to, at its determination, (i) either repair the leak and/or damage and credit owed rent for the repair on the next available due monthly rent, or (ii) notify said Landlord that the Landlord is in default of the lease and immediately terminate said lease on the 10th day of notice. Tenant will take all necessary measures to mitigate any mold that may promulgate because of the leak to maintain a safe environment with the building.

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 furniture/equipment, repair and replacement of minor equipment, and repair of toilet overflows, etc.

13. Condemnation. If the Leased Property, or portion thereof, is taken because of the exercise of the power of eminent domain, this Lease shall be prorated to the date of such condemnation.

14.

LESSOR

DISTRICT BOARD OF TRUSTEES
SOUTH FLORIDA STATE COLLEGE

BY:



Fred Hawkins, President

DATE:

6/25/25

LESSEE

TRI-COUNTY HUMAN SERVICES, INC.

BY:



Robert Rihn, CEO

DATE:

6/25/2025



June 25, 2025

Tri-County Human Services, Inc.
Attention: Robert Rihn, CEO
2026 Crystal Wood Drive
Lakeland, FL 33801

Dear Mr. Rihn,

This letter will confirm the in-kind match contribution South Florida State College (SFSC) is making to Tri-County with respect to rental payments and rental values in Avon Park, Florida.

Facility square footage= 45,000 square feet.

Existing rental prices per square foot of facilities on/near our campus = \$14.00 per square foot. Rental value is based on today's market= \$630,000.00 annualized.

Annual rents to be received by Tri-County for South Florida State College facilities for the lease period of July 1, 2025 through June 30, 2026 = \$138,900 (\$11,575 monthly).

The difference of \$491,100 should be considered an in-kind match contribution to Tri-County Human Services from South Florida State College.

Because you have two distinct programs at the Avon Park campus, please use your discretion as to how to allocate these in-kind match dollars. Each year, I will recalculate this in-kind match contribution for your records.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Elliott", with a stylized flourish at the end.

Peter S. Elliott, CPA
Vice President for Administrative Services

600 West College Drive, Avon Park, FL 33825-9356
863-453-6661 | southflorida.edu