

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
GENERAL BUSINESS / AGENDA ITEM # 8b**

**SUBJECT:** Consideration of Lease Agreement with Church on the Rock of Palm Coast for the Delivery of the County's Senior Center Congregate Dining Program.

**DATE OF MEETING:** December 14, 2020

**OVERVIEW/SUMMARY:** Flagler County, through an interlocal agreement, has been utilizing the Wickline Center in Flagler Beach since 2003, to provide Flagler County's Senior Center Congregate Dining Program. Over the years, there have been many discussions regarding the use of the facility and the City of Flagler Beach's desire to adjust the terms of the County's use in an effort to gain more control over the facility, in order to provide access to various community groups and social gatherings. This issue was most recently discussed at the May 14, 2020 meeting of the Flagler Beach City Commission, where they directed the City Manager to terminate the existing interlocal agreement between the City and County related to the Wickline Center, and to enter into a use agreement for the continuation of the County's programs. Due to the recent pandemic and other extenuating circumstances, the use agreement has not come to fruition.

Since that time, the Church on the Rock has presented an alternative solution by offering lease space to the County to conduct the County's Senior Center Congregate Dining Program at their facility in the City of Bunnell. Staff has reviewed the available space at the church and has determined that it will meet the County's needs (with some minor improvements to be performed by the County) and due to the centralized location of the facility, there will be less pressure on our public transportation system and a greater potential to expand the program.

The proposed lease agreement with the church would go into effect on January 1, 2021, for use of approximately 7,300 square feet of program space, for a period of 5-years with two additional 5-year terms. The monthly rent is \$3,000 per month with an annual increase of \$100 a month thereafter, along with a monthly utility cost of \$300 per month. Programming hours are Monday thru Friday from 9 a.m. to 1:30 p.m. This lease equates to a cost of less than \$34 per hour to operate this program at the church.

The initial year lease would be \$36,000 with a utility expense of \$3,600 (total of \$39,600). Presently Senior Services budgets \$11,000 a year for utility expenses for the Wickline Center. If approved, this will result in an increase of \$28,600 per year.

**FUNDING INFORMATION:** A budget transfer from reserves in the amount of \$21,500 will cover the prorated amount for FY2021.

**DEPARTMENT CONTACT:** Health and Human Services, Joyce Bishop, (386) 586-2324 x3626

**RECOMMENDATIONS:** Request the Board approve and execute the lease agreement between the Church on the Rock of Palm Coast and Flagler County for the delivery of the County's Senior Center Congregate Dining Program and approve Budget Transfer #21-113.

**ATTACHMENTS:**

1. Church on the Rock Lease Agreement
2. BTR #21-113

**LEASE AGREEMENT BETWEEN  
FLAGLER COUNTY, FLORIDA  
AND  
CHURCH ON THE ROCK OF PALM COAST, INC.**

This Lease Agreement (“Lease”) is made by and between **CHURCH ON THE ROCK OF PALM COAST, INC.**, a Florida not for profit corporation, located at 2200 North State Street, Bunnell, FL 32110, (the “Church”), and **FLAGLER COUNTY**, a political subdivision of the State of Florida, located at 1769 E. Moody Blvd., #2, Bunnell, Florida 32110, (the “County”), and in consideration of the mutual terms and conditions herein contained, the parties agree as follows:

**Section 1. Leased Premises.** The Church owns and possesses that certain facility commonly known as the Church on the Rock, located at 2200 North State Street, Bunnell, Florida, with a Flagler County Parcel ID Number 03-12-30-0650-00110-0010. The leased premises shall be comprised of the following portions of the facility: main sanctuary, kitchen, foyer, restrooms, and dedicated exclusive use of storage room (approximately 7,300 square feet) at the facility, as generally depicted on Exhibit “A” attached hereto and incorporated herein (the “Leased Premises”). The County will also be permitted to non-exclusive access and use of the Church’s parking lot for the parking of vehicles during the times of use of the Leased Premises identified in Section 7 below.

**Section 2. Use of the Leased Premises.** County shall use the Leased Premises solely for the operation of congregate meal and nutrition site, which shall include: the storing, preparing and distribution of hot meals, scheduled entertainment, social interaction, activities and guest speakers. The County shall be permitted to utilize the enclosed storage space that exists within the kitchen area for storage of meals and related consumables, refrigerators, freezers, ovens and similar type items that correlate to meal preparation. The County shall also be permitted to make

minor improvements to Leased Premises, to accommodate the necessary electrical and ventilation requirements needed for standard kitchen equipment as further described in Section 8 below (e.g., refrigerators, freezers, ovens).

Any other change in use or purpose described above shall occur only upon prior written consent of Church. Church shall have the right to terminate this Lease in accordance with the procedures set forth in Section 10 should County utilize the Leased Premises in any manner inconsistent with the approved uses.

**Section 3. Term.**

**A.** This Lease shall become effective on the date of signature of the last party to sign this Agreement (“Effective Date”).

**B.** The initial term of this Lease shall commence on the Effective Date and shall remain in full force and effect through December 31, 2025, unless sooner terminated in accordance with the terms of this Lease.

**C.** So long as County is not in default of any of the terms and conditions herein and has no payment arrearages, this Lease may be renewed for two (2) additional five (5) year terms. Church shall advise County in writing in the event of a default which results in an extinguishment of the right to automatic renewal of this Lease. Absent such notice, this Lease shall automatically renew unless the County gives written notice of an election not to exercise this option at least one hundred eighty (180) days prior to the expiration of the then-current term.

**Section 4. Rent.**

**A. Rent Payments.** County shall pay the Church monthly rent, in the amount of \$3,000.00, beginning on January 1, 2021. Thereafter, rent payments shall be paid on or prior to the first day of each calendar month.

**B. Annual Adjustment.** The amount of the monthly rent payment payable herein shall be increased annually on January 1st of each succeeding year of this Lease, including any extended term of this Lease, by \$100.00 per month.

**C. Utilities.** In addition to the Rent payment specified above, County agrees to pay \$300.00 per month for use of water and electric utilities.

**D. Housekeeping.** County is responsible to keep the Leased Premises clean at all times and will furnish all cleaning products, bathroom and kitchen supplies for the Leased Premises, including but not limited to toilet paper, paper towels, hand soap, trash bags, dish detergent and paper products.

**E. Other.** County, at its sole cost and expense, shall arrange for the installation and/or connection of all communications and other services that are needed by County for County's use of the Leased Premises. County shall promptly pay all installation and monthly service charges for all communication and other services furnished to, or consumed within, the Leased Premises, including but not limited to, cable, internet, telephone, janitorial, and all charges related to any of these services, including any required connection and/or usage fees.

**Section 5. Security Deposit.** There is no security deposit required.

**Section 6. Late Charge.** Penalties for late payment of any amounts due pursuant to this Lease shall begin to accrue ten calendar days after the payment is due, and shall be assessed at the rate of five percent (5%) for each month the required payment is late until the arrearage is completely paid.

**Section 7. Days/Hours of Operation.** County may operate during the following periods during the term of this Lease and any renewals thereof:

- Monday thru Friday – from 9:00 a.m. to 1:30 p.m.

- Closed in observance of any County recognized holiday.

**Section 8. Improvements.**

**A. Prior to Possession.** Church and County acknowledge that various alterations and improvements need to be made to the Leased Premises, following the Effective Date, as desired by the County to better utilize the Leased Premises for its intended use. The alterations and improvements shall be performed in accordance with all rules and regulations and subject to receiving permits, as applicable (hereinafter, collectively the Improvements”):

- Installation of various kitchen appliances (e.g., refrigerators, freezers and ovens).
- Installation of additional electrical components to support the needed kitchen appliances.
- Installation of exhaust ventilation equipment to support the ovens.

**B. Subsequent to Lease.** Upon the termination or cancellation of this Lease, the kitchen appliances installed by the County shall remain the property of the County as more fully described in Section 14 below.

**Section 9. Compliance with Laws.** County shall, at its own cost and expense, comply with all applicable federal, state and local laws, and rules and regulations pertaining to County’s use of the Leased Premises, as such laws or rules may be amended from time to time.

**Section 10. Defaults.** The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a Default to the greatest extent allowed by law:

**A.** The failure by County to pay Church any sum provided for herein when due. County shall be given thirty (30) days written notice within which to cure this breach.

**B.** If the County vacates or abandons the Leased Premises, or permits the Leased Premises to remain vacant or abandoned for a period of thirty (30) calendar days or more after written notice from the Church.

**C.** Failure of County to perform or comply with any covenant or condition made under this Lease, which failure is not cured within sixty (60) days from the date of Church's written notice of the noncompliance, shall constitute a Default upon which Church may, at its option, terminate this Lease by giving County thirty (30) days' written notice of termination.

**Section 11. Remedies for Default.** In the event of a Default, Church shall have the following remedies:

**A. Repossession by Church.** Upon Default by County and after the expiration of any cure period, County's right to possession of the Leased Premises shall terminate without further notice or demand by Church, and County shall surrender possession to Church. County hereby grants to Church full and free license to enter the Leased Premises to take possession of the Leased Premises in any lawful manner and to expel County.

**B. Damages.** In addition to terminating this Lease and retaking possession of the Leased Premises, Church may recover all damages arising out of any breach of this Lease and Rent accrued under this Lease at the time of repossession.

**C. Other remedies.** Church may pursue all other remedies provided by law or equity for the breach of this Lease. No right or remedy conferred upon or reserved to Church in this Lease is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Church under this Lease, now or hereafter existing at law or equity or by statute.

**Section 12. Waiver of Default; Effect.** The acceptance by Church of one or more monthly rental installments after they fall due or after knowledge of any breach by County of this Lease or after the sending of any notice or demand, or any other act or series of acts by Church, shall not be deemed or construed as a waiver of Church's right to act or as a waiver of any other right given to Church under this Lease or as an election not to proceed under the provisions of this Lease. The failure by Church to collect or demand any sums due under this Lease shall not relieve County's obligation to pay those sums when demanded.

**Section 13. Notices.** Any notices required by this Lease, or which Church or County may wish to serve on the other, shall be in writing and shall be deemed served, whether or not receipt is admitted, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, certified, postage prepaid, and return receipt requested, addressed to the Church as follows:

Church on the Rock of Palm Coast, Inc.  
2200 North State Street  
Bunnell, FL 32110

And as to the County, the following addresses:

Flagler County Administrator  
1769 E. Moody Blvd. #2, Suite 301  
Bunnell, FL 32110

Director, Health and Human Services  
1000 Belle Terre Boulevard  
Palm Coast, FL 32164

**Section 14. Surrender at End of Term/Termination.**

A. At the end of the term or upon the earlier termination of this Lease, or in the event of a Default, County agrees to surrender and yield possession of the Leased Premises, peacefully and without notice, free and clear of all debts, mortgages, encumbrances and liens. At such time, it shall be lawful for Church to re-enter and to possess the Leased Premises without further process of law.

**B.** The improvements shall be in good condition and repaired in all respects, reasonable use and wear excepted, and County agrees to reimburse Church for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

**C.** County may remove furnishings, inventory, personal property and any improvements not a part of any structure, including kitchen equipment and appliances installed by the County, upon the expiration or termination of this Lease if the removal can be done in a manner that does not injure or damage the Leased Premises. If the County fails to remove such furnishings, inventory, personal property and improvements within ten (10) days after the effective date of the expiration or termination, or within ten (10) days from the date of Church's written notice, whichever is later, Church may keep or remove and dispose of any furnishings, inventory, personal property and improvements not removed by County. In that case, County will be deemed by this Lease to have sold, assigned and transferred to Church all of County's right, title and interest in the furnishings, inventory, personal property and improvements not removed by County.

**D.** The Parties agree that, to confirm the effectiveness of this Lease, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

**Section 15. Signs.** County shall be permitted to install a sign on a stand at the main entranceway to the foyer and any other information related to the intended use of the Leased Premises, all subject to the written approval of the Church as to design, appearance and location. The design, installation and maintenance of any sign shall be at the sole expense of County.

**Section 16. Radon.** As required by Florida law, the Church hereby includes the following notifications as part of this Agreement:

**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may



present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**Section 17. Jurisdiction and Venue.** The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Lease shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

**Section 18. Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed or prevented by a bona fide *force majeure*. For purposes of this Lease, a bona fide *force majeure* is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief under this Section shall be the tolling of time for the duration of the force majeure. A *force majeure* may be deemed to excuse performance pursuant to this Lease only to the extent such performance is actually prevented or precluded by such *force majeure*.

**Section 19. Short Form of Lease.** Either party may prepare for execution a short form of this Lease for recording in the public records. The costs of recording the short form Lease shall be paid by the party desiring to record the short form.

**Section 20. Amendments to Lease.** This Lease may be amended only by written instrument executed with the same formalities as this Lease.

**Section 21. Parties.** The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of the Church and County and their respective heirs, successors, administrators, and assigns, and no other person has or will have any rights, interest, or claims

hereunder or be entitled to any benefits under or on account of this Lease as a third party beneficiary or otherwise.

**Section 22. Sovereign Immunity.** Nothing in this Lease shall abrogate or waive the County's Sovereign Immunity or the provisions and monetary limitations of Section 768.28, Florida Statutes.

**Section 23. Insurance.** During the term of this Lease, including any renewal terms, the County will keep and maintain adequate governmental insurance sufficient to cover general commercial liability claims of up to one million dollars.

**Section 24. Severability.** If any provisions of this Lease shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease by their duly authorized representatives on the dates indicated below.

**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

ATTEST:

\_\_\_\_\_  
Tom Bexley, Clerk of the  
Circuit Court and Comptroller

\_\_\_\_\_  
Donald T. O'Brien Jr., Chair

Date Signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Albert Hadeed, County Attorney

Approved by the Board of County  
Commissioners on December 14, 2020.

[SIGNATURE PAGE TO FOLLOW]

**THE CHURCH ON THE ROCK OF  
PALM COAST, INC.**

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
James Bellino, Pastor, Trustee, CEO

\_\_\_\_\_  
Printed Name, Title

Date Signed: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF FLAGLER    )

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of December 2020, by James Bellino, the Pastor, Trustee and CEO of The Church on the Rock of Palm Coast, Inc. He \_\_\_ is personally known to me or \_\_\_ has produced a valid government identification.

(SEAL)

\_\_\_\_\_  
Notary Public



**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BUDGET TRANSFER REQUEST FORM**

**BTR 21 - 113**  
**DATE:** 12/08/20  
**PREPARED BY:** AG

**FUND:** General Fund  
**DEPARTMENT / DIVISION:** Reserves -Reserves

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**EXPLANATION:** Transfer funds from reserves for Wickline Center lease at Church on the Rock.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	001	5000	587	9811		21,500		10,777,009	10,755,509	Designated for Future Use
2	001	2703	569	4410			21,500	-	21,500	Rentals & Leases
3										
4										
5										
6										
7									-	
8									-	
9									-	
<b>TOTAL</b>						<b>\$21,500.00</b>	<b>\$21,500.00</b>	<b>\$10,777,009.00</b>	<b>\$10,777,009.00</b>	

Financial Service Director's APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_  
 Administrator's APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_  
 Board Action at Meeting: APPROVAL \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_  
 POSTED BY: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_ cc: \_\_\_\_\_