

**AGREEMENT
BETWEEN
CITY OF BELLE ISLE
AND
CORNERSTONE CHARTER SCHOOL, INC
FOR CITY SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2021 by and between CITY OF BELLE ISLE, FLORIDA, a Florida municipal corporation (“City”) whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and CORNERSTONE CHARTER ACADEMY, INC., a Florida not-for-profit corporation (“Charter School”) whose principal address is 5903 Randolph Avenue, Belle Isle, Florida 32809.

RECITALS

WHEREAS, the Charter School occupies and operates its charter school program at certain real property owned by the City of Belle Isle, as more particularly described in the Lease Agreement between the City and Charter School, dated _____ (the “School Site”); and

WHEREAS, Charter School desires to employ the police and public protection services of the City of Belle Isle at a level of service in excess of ordinary municipal levels of service, which services are required for the orderly operation of the Charter School within the City with due regard for public safety and traffic flow; and

WHEREAS, City is willing to provide additional police and public protection services, as defined below, in accordance with the terms and conditions of this Agreement and in exchange for the ; and

WHEREAS, the parties desire by this Agreement to provide for the terms and conditions for the use of the services of the City Services.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Recitals. The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Services. In consideration of the Service Fee, defined below, the City shall provide the following police and public protection services (“Services”) to the Charter School at a level of service in excess of ordinary municipal levels of service during times at which the school is open to students during the regular Fall/Spring school year:

- Police and public protection services at or near the Cornerstone Charter Academy (“Charter School”), which include the provision of the following:
 - Traffic Control Services: Traffic Control Services will include the provision of crossing guards at certain designated crosswalks to better provide for student safety and general traffic control to accommodate orderly drop off and pickup of students before, during, and after school hours at and around the School Site. Traffic Control Services will be provided throughout the fall/spring school year when school is in session and commence 1 hour prior to the school start time and conclude 1 hour following the school dismissal time. Additional Traffic Control Services may be provided by advance mutual agreement and coordination between the City and the Charter School for pre-designated school assemblies, school sporting events, and other extra-curricular, school-related events occurring at the School Site;
 - Emergency Response and Assistance: Responses to emergency and public protection assistance calls from School Site;
 - Alarm Response and Assistance: Responses to alarm calls from School Site; and
 - Coordinated training, cooperation, community policing, and public protection programs from time to time, as mutually agreed upon between the parties.

Nothing in this Agreement will compel the City to acquire or allocate any particular resources in a manner not otherwise appropriated or budgeted for by the City Commission, and the City will retain full budgetary, planning, and operational authority over its personnel and equipment, including its police and public protection resources. Any personnel of the City used to provide Services under this Agreement will remain under the full authority and control of the City, subject to the City’s supervision and employment rules, conditions, and benefit programs. While the City will endeavor to maintain the level of service herein contemplated, Services may not be provided or provided at lower levels of service if redeployment or redistribution of City resources is required due to emergency or exigent circumstances, including, but not limited to, hurricanes or other severe weather conditions; labor shortages or strikes; natural, technological, or civil emergencies or disturbances; acts of war, terrorism, or insurrection; or fulfillment of the City’s obligations to other adjacent or nearby localities pursuant to an emergency management or mutual aid agreement. Regardless of the foregoing, any such temporary loss or diminishment of level of service will not constitute grounds or justification for a refund of amounts paid or reduction of compensation due pursuant to this Agreement.

Section 3. Charter School Obligations. The Charter School shall pay for the Services as outlined below. In order to better assist the City in providing the Services hereunder, the Charter School is also responsible for maintaining the safety and security of the School Site by adopting and

applying appropriate security policies and procedures and security systems and devices, including, but not limited to, locks, gates, and a monitored security system. The Charter School must, at all times, maintain the security of the School Site through the proper use of all such policies, procedures, security systems, and devices.

Section 4. Service Fee. Charter School shall pay a service fee (“Service Fee”) of One Hundred Fifteen Thousand One Hundred Seventy Three Dollars (\$115,173.00) per year in equal quarterly installments commencing on October 1st of each of the consecutive 12-month periods during the Term. Such Service Fee will be paid at the same time that the rent is paid according to the Ground Lease between the City and Cornerstone Charter Academy (CCA) dated _____. The Service Fee will be adjusted based upon the actual increase in the City’s expenses toward the Services, as approved in the City’s annual budget. Payments not received by the City within ten (10) days of becoming due, shall accrue interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid.

Section 5. Term. The term of this Agreement will run concurrently with the term of the Lease Agreement between the City and CCA for the School Site, subject to termination or expiration of such Lease Agreement. This Agreement may be terminated by the parties under the same termination conditions stated in the Lease Agreement. Failure to make payments pursuant to this Agreement will be deemed an event of default under both this Agreement and under the Lease Agreement.

Section 6. Indemnification. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the City, the Charter School shall indemnify, hold harmless, and defend the City, including its trustees, officers, employees, and agents, against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney’s fees and expert witness fees, regardless of whether suit is actually filed, and/or any judgment is rendered against the City, its trustees, officers, employees, or agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the School Site after the Effective Date, which claim, demand, action, cause of action, suit, loss, liability, expense, penalty, obligation, error, omission, or cost arises from or in connection with the Charter School’s use of the School Site or from the conduct of the Charter School’s business, including the conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School on or about the School Site. Charter School’s obligation to defend the City and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. The provisions of this Section survive the termination or expiration of this Agreement.

Section 7. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City or Charter School. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of immunity or the limits of liability of the City beyond any statutory

limited waiver of immunity or limits of liability that may be or may have been adopted by the Florida Legislature, and the cap on the amount of liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the Legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Section 8. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither of the parties intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any contract.

Section 9. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Section 10. Records. Charter School acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Charter School agrees to maintain public records in Charter School's possession or control in connection with Charter School's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Charter School shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Charter School's failure or refusal to comply with the foregoing may result in the immediate termination of this Agreement by the City.

Any public records in the possession of the Charter School pertaining to this Agreement and performance thereunder must be provided to the City upon the expiration or termination of this Agreement.

Upon expiration or termination of this Agreement, the Charter School shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure.

Section 11. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 12. Preparation of Agreement. The parties acknowledge that they have sought

and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The language contained herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 13. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term of this Agreement. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

Section 14. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

Section 15. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida, and venue and jurisdiction shall lie in a court of competent jurisdiction located in Orange County, Florida.

Section 16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 17. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Charter School.

Section 18. Force Majeure. Neither party will be obligated to perform any duty, requirement or obligation under this Agreement, if such performance is prevented by a hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other, labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event will a lack of funds on the part of either party be deemed Force Majeure.

Section 19. Severability. In case any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, unlawful, unenforceable or void in any respect, such invalidity, illegality, unenforceability, or unlawful or void nature of that provision will not affect any other provision, and this Agreement will be interpreted as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein. The remaining portions of this Agreement will remain intact to extent feasible given the invalidity of the severed provision.

Section 20. Notice. When any of the parties desire to give notice to the other, such notice

must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

City:

City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Charter School:

Cornerstone Charter Academy, Inc.
5903 Randolph Avenue
Belle Isle, FL 32809
ATTN: Governing Board Chair

Section 21. Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

Section 22. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 23. Board Approval. This Agreement is not valid or an enforceable obligation against the City until approved or ratified by motion of both the City Council and Charter School's Governing Board, duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURE PAGE TO FOLLOW]**

CITY OF BELLE ISLE, FLORIDA

By: _____
Nicholas Fouraker
Mayor

ATTEST:

Yolanda Quiceno, City Clerk

CORNERSTONE CHARTER SCHOOL, INC

By: _____
William L. Brooks
Chair
Cornerstone Charter School, Inc.

ATTEST:

Name:
Title: