

**INTERLOCAL AGREEMENT BY AND AMONG  
ORANGE COUNTY PUBLIC SCHOOL BOARD  
CITY OF BELLE ISLE, FLORIDA  
AND  
CITY OF BELLE ISLE CHARTER SCHOOLS, INC**

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This is an Interlocal Agreement between the City of Belle Isle, Florida, a Florida municipal corporation, City of Belle Isle Charter Schools, Inc., a Florida not-for-profit corporation, and the Orange County Public School Board, regarding the transfer of interest in that particular roadway described herein and the regulation of traffic thereon to accommodate the transport of students to and from Pine Castle Elementary School, Cornerstone Charter Academy and Cornerstone Charter High School.

As used in this Agreement, the following terms, when used herein, shall have the meanings set forth below:

*CCA* shall mean Cornerstone Charter Academy and Cornerstone Charter High School, collectively, and where applicable, its administrators and staff.

*CBICS* shall mean the City of Belle Isle Charter Schools, Inc., a Florida not for profit corporation.

*City* shall mean the City of Belle Isle, a Florida municipal corporation.

*OCPS* shall mean Orange County Public Schools and the Orange County School Board, collectively, a governmental entity.

*PCES* shall mean Pine Castle Elementary School, and where applicable, its administrators and staff.

*Waltham* shall mean that portion of Waltham Avenue, located in Belle Isle, Orange County, Florida that is between PCES and CCA and is bounded on the west by Hansel Avenue and the east by Randolph Avenue.

*Hansel* shall mean that portion of Hansel Avenue/SR 527, a public road right of way located in Belle Isle, Orange County, Florida.

*Randolph* shall mean that portion of Randolph Avenue, a public road right of way located in Belle Isle, Orange County, Florida.

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Act of 1969 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, OCPS operates PCES which uses Waltham as the primary access to its campus for the ingress and egress of students at the start and end of each school day; and

**WHEREAS**, CBICS operates CCA which uses Waltham as the primary access to its campus for the ingress and egress of students at the start and end of each school day; and

**WHEREAS**, City has jurisdiction over the control of traffic on Waltham; and

**WHEREAS**, OCPS and CBICS wish to enter into an agreement with City regarding the control of traffic on Waltham at the start and end of their respective school days; and

**WHEREAS**, OCPS claims a fee simple ownership interest in Waltham; and

**WHEREAS**, City wishes to obtain ownership and OCPS is willing to transfer its interest in Waltham to City.

**NOW THEREFORE, IN CONSIDERATION** of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1.** The foregoing Recitals are true and correct and by this reference are incorporated as a material part of this Interlocal Agreement.

**Section 2.** OCPS shall, no later than the effective date of this Agreement, execute a quit claim deed transferring its interest in Waltham to City.

**Section 3.** City shall regulate the traffic pattern into and out of Waltham during the Hours of Regulation as set forth in the Schedule attached hereto as Exhibit A and incorporated herein by reference.

**Section 4.** OCPS and CBICS shall be responsible for placing such signage and other devices to direct the flow of traffic on Waltham at the start and end of their respective school days as set forth in the Schedule.

**Section 5.** OCPS and CBICS shall each be responsible for providing sufficient personnel to supervise the ingress and egress of students from Waltham to their respective campuses and shall, indemnify the City against any liability resulting from their failure of supervision, to the extent provided in Section 768.28, Florida Statutes, as same may be amended from time to time. Nothing herein shall be construed as a waiver of OCPS's sovereign immunity provided under Section 768.28, Florida Statutes, as same may be amended from time to time.

**Section 6.** As more fully set forth in the Schedule, City, OCPS and CBICS shall, as needed, use their best efforts to reach any agreement necessary to modify the Schedule to accommodate a change in the start and end times of any of the schools.

**Section 7.** The parties agree that a failure by any party to comply with the provisions for traffic control as set forth in the Schedule could result in irreparable injury to the other party(s) for which there would be not adequate remedy at law and that, in such an event, the non-defaulting party(s) shall be entitled to seek temporary or permanent injunctive relief. The parties agree that due to the unique subject matter of this Agreement and CBICS's status as a non-governmental entity, that this Agreement shall not be subject to the governmental dispute resolution procedures set forth in Chapter 164, Florida Statutes.

**Section 8.** Any notice required by this Agreement shall be given in writing and hand-delivered or mailed as follows:

For City:

City Manager, City of Belle Isle  
City Hall  
1600 Nela Avenue  
Belle Isle, Florida 32809

For CBICS:

City of Belle Isle Charter Schools, Inc  
William G. Brooks, Chairman  
1600 Nela Avenue  
Belle Isle, Florida, 32809

For OCPS

The School Board of Orange County  
Chairman  
445 West Amelia Street  
Orlando, Florida 32801

**Section 9.** This document embodies the whole Agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein. This Agreement shall be binding on the parties, their successors, assigns and legal representatives.

**Section 10.** This Agreement shall have effect for so long as OCPS operates a public

school on the PCES campus.

**Section 11.** As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Orange County after execution by the parties, and shall take effect upon the date of filing.

**IN WITNESS WHEREOF**, the parties hereto, or their lawful representative, have executed this agreement as the date indicated.

**ATTEST:**

**CITY OF BELLE, FLORIDA**, a Florida municipal corporation

BY: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF BELLE ISLE CHARTER SCHOOLS, INC.**, a Florida not-for-profit corporation

BY: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**The School Board of Orange County, Florida**, a public corporate body organized and existing under the Constitution and laws of the State of Florida

By: \_\_\_\_\_  
William E. Sublette, Chairperson

Dated: \_\_\_\_\_, 201\_\_.

**ATTEST:**

**The School Board of Orange County, Florida**, a public corporate body organized and existing under the Constitution and laws of the State of Florida

By: \_\_\_\_\_  
Ronald Blocker, as its Secretary  
and Superintendent

Dated: \_\_\_\_\_, 201\_\_.

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

Swann Hadley Stump  
Dietrich & Spears, P.A.

By: \_\_\_\_\_  
Stuart Buchanan

Dated: \_\_\_\_\_, 20\_\_.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer.

\_\_\_\_\_  
John T. Morris

Dated: \_\_\_\_\_, 20\_\_.

## EXHIBIT A

### Schedule for traffic control on Waltham

#### 1. Hours of Regulation.

- a. Monday through Friday, inclusive, beginning at 7:00 a.m. and ending at 9:00 a.m., and beginning at 1:00 p.m. and ending at 4:00 p.m. Except that these Hours of Regulation shall not apply on any day that no school is in session.
- b. These Hours of Regulation may be adjusted prior to the start of any school year, upon at least 30 days notice to City, by written agreement, signed by the Principals of both PCES and CCA.

#### 2. City Traffic Controls.

During the Hours of Regulation:

- a. City shall implement such traffic control measures it deems appropriate to implement a one-way traffic flow from east to west on Waltham.
- b. City shall implement such traffic control measures it deems appropriate to provide that egress from Waltham shall be limited to a right turn onto Hansel.

#### 3. School Commencement and Dismissal Time.

The times for commencement and dismissal of the school days for PCES and CCA shall be staggered during the Hours of Regulation to reduce traffic congestion on Waltham, as follows:

- a. PCES shall commence its school day at 8:30 a.m. and shall dismiss its students at 2:45 p.m. on Monday, Tuesday, Thursday and Friday and at 1:45 p.m. on Wednesday.
- b. CCA shall commence its school day at 7:30 a.m. shall dismiss its students at 2:30 p.m., Monday through Friday.
- c. In the event either school desires, or is required, to change its commencement and dismissal schedules, the Principals of PCES and CCA, may by written agreement, and with thirty days notice to City, adjust the staggered times of commencement and dismissal for either or both schools to reduce traffic congestion on Waltham.

#### 4. School Traffic Controls.

- a. Beginning at 7:00 a.m., each school day, PCES shall place traffic control devices, such as, orange traffic cones, directional signs, and other road indicators as may

be appropriate, to direct traffic to the north lane of Waltham for transport of PCES students to PCES. PCES shall remove such traffic control devices no later than 9 a.m.

- b. Beginning at 7:00 a.m., each school day, CCA shall place traffic control devices, such as, orange traffic cones, directional signs and other road indicators as may be appropriate, to direct traffic to the south lane of Waltham for transport of CCA students to CCA. CCA shall remove such traffic control devices no later than 9 a.m.
- c. Beginning at 1:00 p.m., each school day, PCES shall place traffic control devices, such as, orange traffic cones, directional signs and other road indicators as may be appropriate, to direct traffic to the north lane of Waltham for transport of PCES students from PCES. PCES shall remove such traffic control devices no later than 4 p.m.
- d. Beginning at 1:00 p.m., each school day, CCA shall place traffic control devices, such as, orange traffic cones, directional signs and other road indicators as may be appropriate, to direct traffic to the south lane of Waltham for transport of CCA students from CCA. CCA shall remove such traffic control devices no later than 4 p.m.