

**ORANGE COUNTY, FLORIDA
AND
BIKE/ WALK CENTRAL FLORIDA**

FY 2025 GRANT AGREEMENT

THIS AGREEMENT made and entered into this 8 day of October 2024, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and Bike/Walk Central Florida, hereinafter referred to as the “Bike/Walk Central Florida” with a principal place of business at 100 E Pine Street, Suite 110-74, Orlando, FL 32801. County and Bike/Walk Central Florida may sometimes be referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Bike/Walk Central Florida has applied to the County for a donation of funds for activities/programs/services sponsored by Bike/Walk Central Florida; and

WHEREAS, the County has determined that there is a public interest for such activities/programs/services in order to promote pedestrian and bike safety within Orange County and, to that end, the County has appropriated funds to be donated to Bike/Walk Central Florida for such purposes; and

WHEREAS, the County desires to enter into an agreement with Bike/Walk Central Florida whereby Bike/Walk Central Florida will receive and disburse said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, Bike/Walk Central Florida has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County’s Obligation.

1. Funding Requirements. The County has appropriated for the period commencing October 1, 2024 and ending September 30, 2025, certain funds to be administered and disbursed by County solely for the purposes set forth in Exhibit “A”.

2. County hereby awards Bike/Walk Central Florida, in accordance with this Grant Agreement, \$99,972.89 (the “Grant Funds”), which amount shall be delivered to Bike/Walk Central Florida within 90 days after the Effective Date.

2. Any Grant Funds awarded but not spent or encumbered by September 30, 2025, for the designated purposes set forth in Exhibit “A” shall be promptly returned to County, together with an up-to-date periodic report, as described in Section 5, accounting for all the Grant Funds.

3. No Grant Funds paid under this Grant Agreement shall be expended for any lobbyist, as such term is defined in Section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Orange County Board of County Commissioners or the governing body of any other municipality located within Orange County.

4. Bike/Walk Central Florida agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board, without the prior written consent of the Board.

Section 2. Bike/Walk Central Florida Obligation.

2.1 Independent Contractor. The parties expressly acknowledge that Bike/Walk Central Florida is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.2 Nondiscrimination. Bike/Walk Central Florida, in performing under this Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, color, gender, age, sexual orientation, disability, religion or national origin, nor otherwise commit an unfair employment practice on such basis. Bike/Walk Central Florida is committed to cultivating equity and diversity in our work, through our volunteers and with our staff.

2.3 Accounting. Bike/Walk Central Florida will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles.

1. Beginning 45 days after the Effective Date, Bike/Walk Central Florida shall submit periodic reports to County’s Office of Regional Mobility and Public Works – Traffic Engineering Division according to the terms described in Exhibit “A”.

2. Failure to timely submit such period reports shall constitute grounds for termination of this Grant Agreement by County, at its sole discretion.

3. If County terminates this Grant Agreement as contemplated by Section 5.b., Bike/Walk Central Florida shall promptly return all unspent Grant Funds to County together with an up-to-date periodic report accounting for all the Grant Funds.

2.4 Non-Profit Status. Bike/Walk Central Florida agrees to maintain its non-profit status in the State of Florida and its federal tax-exempt status throughout the term of this Agreement. If Bike/Walk Central Florida should, during the term of this Agreement, lose its non-profit status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.5 Right to Inspect and Audit Accounts. During the term of this Agreement, Bike/Walk Central Florida, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and her staff to inspect and audit Bike/Walk Central Florida books and accounts at any time during normal working hours, provided that reasonable notice is given to Bike/Walk Central Florida prior to any such inspection. Any costs incurred by Bike/Walk Central Florida as a result of a County audit shall be the sole responsibility of and shall be borne by Bike/Walk Central Florida. In addition, should Bike/Walk Central Florida provide any or all of the County's funds to sub-recipients, then, and in that event, Bike/Walk Central Florida shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.6 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, Bike/Walk Central Florida shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

2.7 Assignment. Bike/Walk Central Florida may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.8 Indemnification. Bike/Walk Central Florida agrees to indemnify and hold harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind and nature arising or growing out or in any way connected with the performance of this Agreement.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on October 1, 2024 and shall continue until September 30, 2025. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served. In case of any such termination, Bike/Walk Central Florida shall promptly return all unspent Grant Funds to County, together with an up-to-date periodic report accounting for all the Grant Funds.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action initiated under or in connection with this Grant Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. Both Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Grant Agreement by the other. Both Parties expressly agree that each party shall bear the cost of its own attorney and legal fees for any action arising out of or in connection with this Grant Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

* * * * *

BIKE/WALK CENTRAL FLORIDA

By:  _____
Kayla Mitchell

Title: Acting Executive Director

Date: 09/23/2024

EXHIBIT “A”

BIKE/WALK CENTRAL FLORIDA

ACTIVITIES AND PROGRAM(S) FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$99,972.89 has been approved for Bike/Walk Central Florida. This grant will be used for technical analysis, marketing, community outreach, and educational materials and project support related to the *Best Foot Forward for Pedestrian Safety* initiative and to support youth traffic safety education within Orange County. The minimum level of service to be performed includes:

Best Foot Forward Program:

- **Evaluation**
 - Monitor no more than twelve (12) crosswalks six (6) times annually, including data collection, observations, and photos.
 - Input and provide raw data for GIS applications quarterly.
 - Scheduling training and quality control of data collection
 - Management of raw data. Communications with partners regarding immediate concerns, discussions on next steps and countermeasures
- **Enforcements (funded by MetroPlan Orlando)**
 - Organize up to four (4) high visibility enforcements with law enforcement partners.
 - Create multimedia and PR campaigns surrounding the regional enforcement efforts.
 - Provide materials to drivers educating on Florida’s driver yield law.
- **Education**
 - Schedule twelve (12) community outreach presentations or events in person or virtually. These events and presentations should be scheduled evenly within each Commission District.
 - Management of community outreach events, strategies with staff, etc.
 - Mention partner in four (4) articles on the Best Foot Forward website.
 - Digital Communications showcasing efforts in Orange County.
- **Reporting**
 - Provide one (1) mid-year report of program progress, including data collection, observations, engineering improvements, community outreach and enforcement operations.
 - Provide one (1) crosswalk evaluation document.
 - Provide one (1) annual report summarizing the program activities throughout the year.

- **Program Management**

- Organize two (2) countywide steering committee meetings either in person or virtual
- Organized one (1) end of year workshop.
- Organize and host (1) regional steering committee meeting (Summit)

**OC Youth Educational Support (Walk Ride Thrive)
Youth Traffic Safety Educational Events at Schools**

- Organize and facilitate a minimum of three (3) youth traffic safety educational events at schools or community centers throughout Orange County to teach people under the age of 18 traffic safety related to walking, biking, use of micromobility devices and driving. Each event will be tailored to the specific traffic safety issues presented at the school and within the surrounding community. When available, Orange County Public Works staff can support the minimum three events to decrease the staffing needed from Bike/Walk Central Florida staff, allowing Bike/Walk Central Florida staff to support additional youth traffic safety educational events in the community (maximum of 6 events total).
- Provide staffing to support a minimum of three (3) helmet fitting events at events within the County. This includes coordination and facilitation of events, ordering and processing of FDOT Ped/Bike Resource Center provided helmets. Additional safety educational material will be handed out with the helmet. A recap will be provided of each event, including number of people educated, number of helmets fitted, number of outreach material distributed, and a summary of the days activities with photos. When available, Orange County Public Works staff can support the minimum three events to decrease the staffing needed from Bike/Walk Central Florida staff, allowing Bike/Walk Central Florida staff to support additional youth traffic safety educational events in the community (maximum of 6 events total).

Additional Safety Support

- Additional hours to support walking audits, additional data collection, community meeting attendance, support for commissioner driven safety projects, etc.
- Attendance of key BWCF staff at Orange County Bike/Ped partner meetings and to support OC staff and Commissioners at various events surrounding Vision Zero and traffic safety, specific to walking, biking and micromobility use.

EXHIBIT “A-1”

	Staff Service Level	Chief Executive Officer	Office Assistant	Comptroller	Chief Operations Officer	Events Manager	Program Manager BFF	Program Coordinator BFF	Outreach Coordinator BFF	Marketing & Fundraising Coordinator	Program Specialist	Data Collection Supervisor BFF	Data Collector I BFF	Data Collector II BFF	Outreach Specialist	GIS Specialist	Public Relations	Graphic Design	Total
	BWCF FY25 Hourly Rate	\$ 136.00	\$ 82.00	\$ 114.00	\$ 118.00	\$ 88.00	\$ 94.00	\$ 80.00	\$ 78.00	\$ 91.00	\$ 79.00	\$ 89.00	\$ 68.00	\$ 68.00	\$ 20.00	\$ 85.00	\$ 65.00	\$ 60.00	
Task #	Best Foot Forward Program	14	33	4	29	-	84	112	121	12	47	100	84	84	92	-	18	-	
1	Program Management	6	30	4	29	-	27	30	28	1	41	19	4	4	4	-	-	-	\$ 19,921.00
1.1	Internal Management & Communications	4	22	2	8	-	10	16	15	-	2	12	4	4	4	-	-	-	\$ 8,760.00
1.2	External Management & Communications	2	8	2	-	-	6	10	10	1	1	2	-	-	-	-	-	-	\$ 3,648.00
1.3	Program Improvement	-	-	-	21	-	11	4	3	-	38	5	-	-	-	-	-	-	\$ 7,513.00
2	Engineering	1	-	-	-	-	19	2	-	-	4	77	80	80	-	-	-	-	\$ 20,131.00
2.1	Data Collection	-	-	-	-	-	4	-	-	-	-	64	80	80	-	-	-	-	\$ 16,952.00
2.2	Crosswalk Improvement Plans	1	-	-	-	-	6	2	-	-	4	4	-	-	-	-	-	-	\$ 1,532.00
2.3	Crosswalk Site Visits/Audits	-	-	-	-	-	9	-	-	-	-	9	-	-	-	-	-	-	\$ 1,647.00
3	Education	-	3	-	-	-	18	60	93	11	-	-	-	-	88	-	18	-	\$ 13,826.00
3.1	Event or Presentation	-	-	-	-	-	6	24	42	-	-	-	-	-	80	-	-	-	\$ 7,360.00
3.2	Event Communication	-	-	-	-	-	3	12	25	-	-	-	-	-	-	-	-	-	\$ 3,192.00
3.3	Post Event Activities	-	-	-	-	-	3	12	14	-	-	-	-	-	8	-	12	-	\$ 3,274.00
3.4	Online Communication	-	3	-	-	-	6	12	12	11	-	-	-	-	-	-	6	-	\$ 4,097.00
4	Meetings & Reporting	7	-	-	-	-	20	20	-	-	2	4	-	-	-	-	-	-	\$ 4,946.00
4.1	Program Reporting	2	-	-	-	-	10	12	-	-	2	-	-	-	-	-	-	-	\$ 2,330.00
4.3	Crosswalk Workshop	5	-	-	-	-	10	8	-	-	-	4	-	-	-	-	-	-	\$ 2,616.00
	subtotal	\$ 1,904.00	\$ 2,706.00	\$ 456.00	\$ 3,422.00	\$ -	\$ 7,896.00	\$ 8,960.00	\$ 9,438.00	\$ 1,092.00	\$ 3,713.00	\$ 8,900.00	\$ 5,712.00	\$ 5,712.00	\$ 1,840.00	\$ -	\$ 1,170.00	\$ -	\$ 62,921.00
	Program Supplies																		\$ 949.19
	Mileage																		\$ 2,929.03
	Best Foot Forward Total																		\$ 66,799.22
	Orange County Educational Support	13	-	-	13	92	14	68	68	15	8	8	-	-	74	-	-	-	\$ 27,647.00
5.1	Educational Events at Elementary Schools (3)	3	-	-	3	80	-	50	50	15	-	-	-	-	50	-	-	-	\$ 18,067.00
5.2	Helmet Fitting Support at Community Events (3)	-	-	-	-	12	-	12	18	-	-	-	-	-	24	-	-	-	\$ 3,900.00
5.3	Safety Support (walking audits, data collection, meeting attendance)	10	-	-	10	-	8	-	-	-	8	8	-	-	-	-	-	-	\$ 4,636.00
5.4	Bike/Ped Partner Meetings	-	-	-	-	-	6	6	-	-	-	-	-	-	-	-	-	-	\$ 1,044.00
	Mileage																		\$ 741.68
	Program Supplies																		\$ 4,785.00
	BW Kids Total																		\$ 33,173.68
																			\$ 99,972.89

BW KIDS Program Supplies					
Related Task & Subtask	Item Descripti	Unit Cost	Qty	Service Cost	Total Cost
Bike Rodeo	Pocket Guides	\$ 0.75	2000	\$ -	\$ 1,500.00
Helet Fitting	Hairnets	\$ 0.05	2000	\$ -	\$ 100.00
Helmets	Helmets	\$ 10.00	125	\$ -	\$ 1,250.00
Bike Bells	Bells	\$ 0.75	2000	\$ -	\$ 1,500.00
	Item 6	\$ -	0	\$ -	\$ -
	Item 7	\$ -	0	\$ -	\$ -
	Item 8	\$ -	0	\$ -	\$ -
	Item 9	\$ -	0	\$ -	\$ -
	Item 10	\$ -	0	\$ -	\$ -
<i>subtotal</i>					\$ 4,350.00
<i>contingency %</i>					10%
<i>total</i>					\$ 4,785.00

BW KIDS Program Mileage							
Related Task &	Travel Item	Instances	BWCF Attendee	Mileage Rate	(Roundtrip)	arking & Tolls	Total Cost
Bike Rodeo	Bike Rodeo D	3	5	\$ 0.45	65	\$ 30.00	\$ 468.75
Helmet fitting	Day Of event	3	2	\$ 0.45	65	\$ 30.00	\$ 205.50
<i>subtotal</i>							\$ 674.25
<i>contingency %</i>							10%
<i>total</i>							\$ 741.68

BFF Program Supplies Budget

Related Task & Subtask	Item Description	Unit Cost	Qty	Service Cost	Total Cost
	BFF Reflective Stickers	\$ 0.62	150	\$ -	\$ 93.00
	BFF Pens	\$ 0.31	150	\$ -	\$ 46.50
	BFF Program Rack Cards	\$ 0.21	150	\$ -	\$ 31.50
	State Law Handout Pads	\$ 4.60	52	\$ -	\$ 239.20
	BFF Magnets	\$ 0.90	150	\$ -	\$ 135.00
	Statute/Cone Cards	\$ 0.03	40	\$ -	\$ 1.20
	BFF & State Law Yard Signs	\$ 32.00	4	\$ 38.50	\$ 166.50
	Event Registration Fees	\$ 25.00	6	\$ -	\$ 150.00
	<i>subtotal</i>				\$ 862.90
	<i>contingency %</i>				10%
	<i>total</i>				\$ 949.19

BFF Program Mileage Budget

Related Task & Subtask	Travel Item	Instances	BWCF Attendees	Mileage Rate	Miles (Roundtrip)	Parking & Tolls	Total Cost
2.4	Travel for Crosswalk Site Visits	1	3	\$ 0.45	85	\$ 20.00	\$ 133.48
2.1	Data Collection	48	1	\$ 0.45	50	\$ 300.00	\$ 1,368.00
3.1	Outreach Events/Presentations	12	2	\$ 0.45	85	\$ 120.00	\$ 1,027.80
4.5	Crosswalk Workshop	1	3	\$ 0.45	85	\$ 20.00	\$ 133.48
	<i>subtotal</i>						\$ 2,662.75
	<i>contingency %</i>						10%
	<i>total</i>						\$ 2,929.03

EXHIBIT “B”

Bike/Walk Central Florida shall provide the following reports:

A notarized report of detailed revenues and expenditures for the period commencing October 1, 2024 and ending September 30, 2025 shall be provided to the County Administrator’s Office and the County Traffic Engineering Division no later than November 30, 2025.

An annual report summarizing education and enforcement efforts and associated data to measure the effectiveness of the *Best Foot Forward for Pedestrian Safety* program be provided to the County Administrator’s Office no later than November 30, 2025.

A summary of the *Best Foot Forward for Pedestrian Safety* program and measurable outcomes shall be provided to the Board of County Commissioners following the term of this agreement either in writing or at a Board of County Commissioners meeting date to be coordinated with the County Administrator’s Office.

Mail two (2) copies of each written report to:

Orange County Government
County Administrator’s Office
Attn.: Jon Weiss
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-5313

Orange County Government
Public Works Administrative Building
Attn: Traffic Engineering Division/Adriana Trujillo-Villa
4200 S John Young Parkway
Orlando, FL 32839