



**Interoffice Memorandum**

September 6, 2023

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Humberto L. Castillero, P.E., PTOE, Manager  
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: **Approval of Bike/Walk Central Florida Agreement**

Orange County Traffic Engineering Division is partnering with Bike/Walk Central Florida for technical analysis, marketing, community outreach, and educational materials to support the Orange County's Walk-Ride-Thrive! pedestrian safety initiative within Orange County.

This grant award of \$76,908 specifically funds the monitoring of 12 crosswalks six times annually, including data collection, observations, and photos; organization of up to four high visibility enforcements with law enforcement partners; the scheduling of 24 community outreach presentations or events in person or virtually; and provide 215 hours of support for various safety and roadway projects within Orange County.

In order to meet the needs and goals of Mayor Demings Orange County's Walk-Ride-Thrive! pedestrian safety initiative program, the Traffic Engineering Division strategically partners with organizations to target pedestrian and bicycle safety issues affecting our residents in Orange County.

Staff recommends that the Board approve the grant agreement.

**Action Requested: Approval and execution of Orange County, Florida and Bike/Walk Central Florida FY 2024 Grant Agreement by and between Orange County and Bike/Walk Central Florida in the amount of \$76,908. All Districts.**

JCK/HLC/VPP

Attachments

BCC Mtg. Date: October 10, 2023

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

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**FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT made and entered into this 10th day of October 2023, 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, 2023 and ending September 30, 2024, 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, \$76,908 (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, 2024, 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, 2023 and shall continue until September 30, 2024. 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: *Bryan L. Demings*  
Bryan L. Demings  
Orange County Mayor

Date: *10 October 2023*

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**BIKE/WALK CENTRAL FLORIDA**

By: *Emily Hanna*

Title: Executive Director

Date: 9/28/2023

## EXHIBIT "A"

### BIKE/WALK CENTRAL FLORIDA

#### ACTIVITIES AND PROGRAM(S) FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$76,908.00 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 within Orange County. The minimum level of service to be performed includes:

#### **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 twenty-four (24) 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 three (3) quarterly reports 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 four (4) 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)
- Administration and oversight of program management.

#### **County Project Support**

- Provide a maximum of 215 hours to be used to support various safety and roadway projects within Orange County. These hours include community outreach and engagement, stakeholder participation, evaluation of project design and supporting consultants to design and build safe, comfortable and convenient active transportation facilities.
- Hours can also be used for helmet fitting, additional outreach for pedestrian and bicycle safety, support at schools and other various community engagement activities.
- Documentation of hours and support will be provided in sperate annual report.

**Overhead**

- Utilities and Infrastructure support (overhead)

## 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, 2023 and ending September 30, 2024 shall be provided to the County Administrator's Office and the County Traffic Engineering Division no later than November 30, 2024.

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, 2024.

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, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-5313

Orange County Government  
Public Works Administrative Building  
Attn: Traffic Engineering Division/Cristina Pichardo-Cruz  
4200 S John Young Parkway  
Orlando, FL 32839