



Interoffice Memorandum

May 26, 2021

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

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

A handwritten signature in black ink, appearing to read "Joseph C. Kunkel".

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

A handwritten signature in black ink, appearing to read "Humberto L. Castillero".

PHONE NUMBER: (407) 836-7891

SUBJ: Approval of Children's Safety Village Grant Agreement

Orange County Traffic Engineering Division is partnering with the Children's Safety Village for education, marketing, community outreach, reports, and educational material to support Orange County's Walk-Ride-Thrive Initiative.

This grant award of \$40,000 specifically funds education for approximately 1,000 children, who will be trained by a certified Bicycle/Pedestrian Safety Educator from the State of Florida. In order to achieve the goals of the Orange County's Walk-Ride-Thrive! Pedestrian Safety Initiative, the Traffic Engineering Division strategically partners with other organizations to target pedestrian and bicycle safety issues affecting our young population in Orange County.

Staff recommends that the Board approve the grant agreement.

Action Requested: Approval and execution of Orange County, Florida and Children's Safety Village of Central Florida FY 2021 Grant Agreement by and between Orange County and Children's Safety Village of Central Florida, Inc. District 6.

JCK/HLC/CPC/dar

Attachments

**ORANGE COUNTY, FLORIDA
AND
CHILDREN'S SAFETY VILLAGE OF CENTRAL FLORIDA**

FY 2021 GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Grant Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County," with an address of P.O. Box 1393, Orlando, FL 32802-1393, and the CHILDREN'S SAFETY VILLAGE OF CENTRAL FLORIDA, INC., a Florida not-for-profit corporation, hereinafter referred to as "Children's Safety Village," with a principal place of business at 910 Fairvilla Rd, Orlando, FL 32808. County and Children's Safety Village may sometimes be referred to herein as the Parties.

WITNESSETH:

WHEREAS, County has implemented a pedestrian safety program known as "Walk-Ride-Thrive!";

WHEREAS, Children's Safety Village wishes to participate in and support "Walk-Ride-Thrive!" and has applied to County for a grant to fund certain relevant activities, programs, and services sponsored and provided by Children's Safety Village; and

WHEREAS, the Orange County Board of County Commissioners (the "Board") has determined that it is in the public interest to fund such relevant activities, programs, and services in order to promote pedestrian safety within Orange County; and

WHEREAS, County desires to enter into this Grant Agreement with Children's Safety Village whereby Children's Safety Village will receive and disburse certain grant funds from County in accordance with the terms and conditions herein set forth; and

WHEREAS, Children's Safety Village asserts that it has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform its obligations as set forth in this Grant Agreement.

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated as a material part of this Grant Agreement by this reference.

Section 2. Funding; Requirements. County has appropriated, in FY20/21, certain funds to be administered and disbursed by County solely for the purposes set forth in Exhibit “A.”

- a) County hereby awards to Children’s Safety Village, in accordance with this Grant Agreement, Forty Thousand Dollars (\$40,000) (the “Grant Funds”), which amount shall be delivered to Children’s Safety Village within ninety (90) days after the Effective Date. The anticipated Total Expenses to be funded by the Grant Funds are set forth in Exhibit “B,” attached hereto and incorporated herein.
- b) 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.
- c) The Children’s Safety Village 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 3. Independent Contractor. The parties expressly acknowledge that Children’s Safety Village is acting as an Independent Contractor, and nothing in this Grant Agreement is intended or shall be construed to establish an agency, partnership, employment, or joint venture relationship between the Parties.

Section 4. Nondiscrimination. Children’s Safety Village, in performing under this Grant Agreement, shall not discriminate against any worker, employee, applicant, or any member of the public on the basis of race, color, gender, age, sexual orientation, disability, religion, or national origin, nor otherwise commit any unfair employment practice or act of discrimination.

Section 5. Accounting; Quarterly meetings.

a) Accounting. Children’s Safety Village will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the Grant Funds as will be in accordance with generally accepted accounting principles.

1. Beginning ninety (90) days after the Effective Date, and once every thirty

(30) days thereafter, the Children's Safety Village shall submit periodic reports to the County Administrator's Office, with copies to the County's Office of Regional Mobility and to County's Traffic Engineering Division, according to the terms described in Exhibit "C," attached hereto and incorporated herein.

2. No later than one year after the Effective Date, and every year thereafter, the Children's Safety Village shall submit an annual accounting to County, as noted in Subsection 1., directly above, according to the terms described in Exhibit "C," attached hereto and incorporated herein.

3. Failure to timely submit such periodic reports and/or annual accounting shall constitute grounds for termination of this Grant Agreement by County, at its sole discretion.

4. If County terminates this Grant Agreement as contemplated by Section 5.b, the Children's Safety Village shall promptly return all unspent Grant Funds to County together with an up-to-date periodic report accounting for all the Grant Funds.

b) Quarterly meetings.

Section 6. Not-for-Profit Status. Children's Safety Village shall maintain its not-for-profit corporate status in the State of Florida and its federal tax-exempt status throughout the term of this Grant Agreement. If Children's Safety Village should, during the term of this Grant Agreement, lose its not-for-profit status and/or its federal tax-exempt status, it shall immediately notify County of such, in writing, and County reserves the right, in its sole discretion, to immediately terminate this Grant Agreement. In the event of any such termination, Children's Safety Village shall immediately return any unspent Grant Funds to County, together with an up-to-date periodic report accounting for all the Grant Funds.

Section 7. Right to Inspect and Audit Accounts. During the term of this Grant Agreement, Children's Safety Village, with respect to the receipt and expenditure of funds provided under this Grant Agreement, shall permit County staff and the Orange County Comptroller and staff to inspect and audit Children's Safety Village books and accounts at any time during normal working hours, provided that reasonable notice is given to Children's Safety Village prior to any such inspection. Any costs incurred by Children's Safety Village as a result of any such audit shall be the sole responsibility of and shall be borne by Children's Safety Village. In addition, should Children's Safety Village provide any or all of the Grant Funds to sub-recipients, then, and in that event, Children's Safety Village shall include in written

agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit pursuant to this Section 7.

Section 8. Maintenance of Records: Audit. For a period ending five (5) years after the expiration or termination of this Grant Agreement, Children's Safety Village shall make all records and documents relating to this Grant Agreement available for inspection and copying by County or any agent designated by County.

Section 9. Assignment. Children's Safety Village may not assign its rights hereunder without the prior written consent of County. Failure to comply with this section may result in immediate termination of this Grant Agreement.

Section 10. Indemnification. Children's Safety Village, on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby agrees to release, indemnify, and hold harmless County, its officials, employees, agents, and officers from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorney and legal fees, of any kind and nature arising or growing out of or in any way connected with this Grant Agreement.

Section 11. Term and Termination. The term of this Grant Agreement shall begin as of the Effective Date, and shall continue until September 30, 2021. This Grant 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 listed in Section 16. In case of any such termination, Children's Safety Village shall promptly return all unspent Grant Funds to County, together with an up-to-date periodic report accounting for all the Grant Funds.

Section 12. Entire Agreement. This Grant Agreement constitutes the entire agreement and understanding between the Parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

Section 13. Waivers. Performance of this Grant 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 Grant Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. No Third Party Beneficiaries. This Grant Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the

Parties.

Section 15. Governing Law. This Grant 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.

Section 16. The Parties hereby agree that the following shall be the notice address for any correspondence in connection with this Grant Agreement:

As to Children’s Safety Village: 910 Fairvilla Rd
Orlando, FL 32808

As to County: c/o County Administrator
P.O. Box 1393
Orlando, FL 32802-1393

With a copy to: Director, Public Works Department
4200 South John Young Parkway
Orlando, FL 32839

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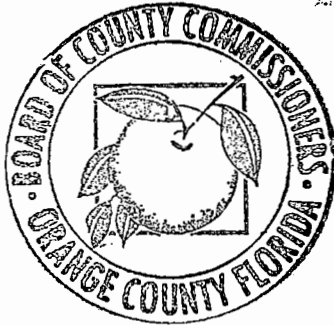
IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the dates set below.

COUNTY

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Bryan B. Burdick
Jerry L. Demings
Orange County Mayor

Date: 23 June 2021



ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Noelia Perez
for Deputy Clerk

Print name: Noelia Perez

CHILDREN'S SAFETY VILLAGE OF CENTRAL
FLORIDA

By: Brent E Moore
Brent E. Moore

Title: Executive Director

Date: 5/13/21

EXHIBIT "A"

CHILDREN'S SAFETY VILLAGE OF CENTRAL FLORIDA

ACTIVITIES AND PROGRAM(S) FOR WHICH FUNDING IS REQUESTED

This grant funding award of \$40,000 will be used for education, marketing, community outreach, reports, and educational material to support Orange County's Walk/Ride/Thrive Initiative, to wit:

This grant funding award of \$40,000 will be used to educate approximately 1,000 children, who will be trained by a certified Bicycle/Pedestrian Safety Educator from the State of Florida. Children's Safety Village will provide 40 contact hours per month of training for participants. During the training events an attendance log must be completed with participant names and zip codes. Helmet fitting events will not be included in the training hours.

In addition, Children Safety Village will also tally the number of community outreach events, any promotional items that are distributed, marketing done through their website, and any social media posts to support Orange County's Walk-Ride-Thrive! program. This will be done through proof receipts and monthly reports. The anticipated amounts of Total Expenditures are listed in Exhibit B.

EXHIBIT "B"

ANTICIPATED TOTAL EXPENDITURES

Expenditures	Amount	Description and purpose:
Program Supplies	\$1,450	Expenditures for program and presentation related supplies to help oversee the Walk-Ride-Thrive! Pedestrian Safety Initiative and other County-wide pedestrian safety programs.
Program Management	\$5,500	Management of the programs offered by the Safety Village, volunteer and instructor facilitation, program registration, participant data and reports and other program related matters needed.
Executive Director	\$5,000	Budgeted for authorized representative of the Children's Safety Village to act on the agencies behalf, attend meetings, set policies and run the overall operations.
Program Specialist	\$9,475	Arranges, schedules and conducts safety programs and classes. Liaisons with other agencies to gather information, coordinate special events and special programs, and provide general assistance with office operations.
Community Outreach	\$6,000	Will work in close conjunction with Walk, Ride, Thrive and it's initiative as a partner agency in the Orange County community to ensure consistent messaging throughout the region. Will work directly to engage the community at area-wide events, meetings, presentations and other opportunities to promote pedestrian safety.
Total Professional Services	\$27,425	
Program Participation	\$10,000	Scholarships for 2,000 children to participate in pedestrian safety classes either virtually or in-person at the Children's Safety Village.
Total Program Services	\$10,000	
Hardware & Software	\$600	Desktop and mobile apps and expenditures for photography, design, video, web, UX, and other needs to promote pedestrian safety.
Website	\$400	Budgeted amount for website services through Go Daddy to promote pedestrian safety on the Safety Village website.
Total Information Technology	\$1,000	
Printing & Copying	\$1,050	Printing and copying of graphic related materials to promote pedestrian safety.
Postage	\$25	Budgeted expenses for mailing needs to include shipping and handling

Total Office Expenses	\$1,075	
Local Travel, Parking & Tolls	\$500	Budgeted amount for local travel reimbursement, parking and tolls attending local meetings and events promoting pedestrian safety.
TOTAL EXPENDITURES	\$40,000	

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Exhibit C

Reporting Requirements

A notarized report shall be prepared 90 days after the Effective Date, and again every thirty days thereafter, detailing revenues and expenditures for the period covered by the report. The report shall be provided to the County Administrator's Office, with copies to the Office of Regional Mobility and the Division of Traffic Engineering.

A notarized annual report shall be prepared one year after the Effective Date, detailing total annual revenues and expenditures for the preceding calendar year. The report shall be provided to the County Administrator's Office, with copies to the Office of Regional Mobility and the Division of Traffic Engineering.