

**SECOND AMENDMENT TO  
SEMINOLE COUNTY AND BIKE/WALK, CENTRAL FLORIDA, INC.  
GRANT AGREEMENT**

**THIS SECOND AMENDMENT** is made and entered into and is to that certain Agreement made and entered into on the 26<sup>th</sup> day of January, 2021, as amended on December 14, 2021, between Bike/Walk Central Florida, Inc. ("Bike/Walk"), whose address is 100 E. Pine Street, Suite 110-74, Orlando, Florida 32801, in this Second Amendment referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Second Amendment referred to as "COUNTY."

**W I T N E S S E T H:**

**WHEREAS**, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 26, 2021, as amended on December 14, 2021, to provide for County to appropriate funds to be donated to Bike/Walk for activities, programs, and services in order to promote pedestrian and bicycle safety within Seminole County; and

**WHEREAS**, the parties desire to amend the Agreement in order to extend the term of the Agreement to September 30, 2023, to modify Exhibit A to the Agreement concerning the List of Activities and Programs for which Funding Is Requested, to modify Exhibit B to the Agreement concerning Reports, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

**WHEREAS**, Section 26(b) of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is deleted and replaced with the following:

**Section 4. Term.** The term of this Agreement begins October 1, 2020, and, notwithstanding the execution date of the Second Amendment to this Agreement, remains in effect until September 30, 2023.

2. Exhibits A and B of the Agreement are deleted and replaced by the new Exhibits A and B attached to this Second Amendment.

3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

  
\_\_\_\_\_  
Witness

Kayla B Mitchell  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

Shelby Villatoro Calderon  
\_\_\_\_\_  
Print Name

BIKE/WALK, CENTRAL FLORIDA, INC.

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

Its: Executive Director  
\_\_\_\_\_

11/14/22  
\_\_\_\_\_  
Date

*[Balance of this page intentionally blank; signatory page continues on Page 3.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

By: \_\_\_\_\_  
AMY LOCKHART, Chairman

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

As authorized for execution by the Board of County  
Commissioners at its \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Exhibit A - List of Activities  
Exhibit B – Reports

11/15/22

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**EXHIBIT "A"**  
**BIKE/WALK CENTRAL FLORIDA**

LIST OF ACTIVITIES AND PROGRAMS FOR WHICH FUNDING IS REQUESTED

Activities include technical analysis, marketing, community outreach, and educational materials to support the *Best Foot Forward for Pedestrian Safety* initiative within Seminole County. The minimum level of service to be performed includes the following:

**Evaluation**

- Monitor no more than ten (10) 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**

- 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 a minimum of 12 community outreach presentations or events in person or virtually.
- Management of community outreach events, strategies with staff, etc.
- Mention partner in four (4) articles on the Best Foot Forward website.
- Digital Communications: Quarterly newsletters, social media

**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.

**Overhead**

- Utilities and Infrastructure support (overhead)

**EXHIBIT "B"**  
**BIKE/WALK CENTRAL FLORIDA**

REPORTS

BIKE/WALK shall provide the following reports:

- BIKE/WALK shall provide a notarized report of detailed revenues and expenditures for the period commencing October 1, 2022 and ending September 30, 2023 to the County Manager, with a copy to the Public Works Department Director, no later than November 30, 2023.
- BIKE/WALK shall provide an annual report summarizing education and enforcement efforts and associated data to measure the effectiveness of the *Best Foot Forward for Pedestrian Safety* initiative to the County Manager, with a copy to the Public Works Department Director, no later than November 30, 2023.
- BIKE/WALK shall provide a summary of the *Best Foot Forward for Pedestrian Safety* initiative efforts and measurable outcomes to the Board of County Commissioners on an annual basis throughout the term of this agreement and following the term of this agreement in writing, and presented at a Board of County Commissioners meeting date to be coordinated with the County Manager's Office.

BIKE/WALK shall provide mail two (2) copies of each report to the following addresses:

County Manager  
County Manager's Office  
Seminole County Services Building  
1101 East 1<sup>st</sup> Street  
Sanford, Florida 32771

Director  
Public Works Department / Engineering Division  
100 East 1<sup>st</sup> Street  
Sanford, Florida 32771