

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

THIS FIFTH AMENDMENT is made and entered into on this _____ day of _____, 2025 and is to that certain Agreement made and entered into on the 26th day of January, 2021, as amended on December 14, 2021, January 10, 2023, December 12, 2023 and December 10, 2024 between **BIKE/WALK CENTRAL FLORIDA, INC.**, a Florida not-for-profit corporation, whose address is 100 E. Pine Street, Suite 110-74, Orlando, Florida 32801, in this Fifth Amendment referred to as “BIKE/WALK,” 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 Fifth Amendment referred to as “COUNTY.”

W I T N E S S E T H:

WHEREAS, COUNTY and BIKE/WALK entered into the above referenced Agreement on January 26, 2021, as amended on December 14, 2021, January 10, 2023, December 12, 2023 and December 10, 2024 (hereinafter collectively referred to as the “Agreement”) to provide BIKE/WALK funding for activities, programs, and services to promote pedestrian and bicycle safety in Seminole County; and

WHEREAS, the partnership between COUNTY and BIKE/WALK has been highly successful in advancing the goals of pedestrian and bicycle safety throughout Seminole County, with measurable positive outcomes; and

WHEREAS, in light of the success of the partnership, the parties wish to amend the Agreement to extend its term, sustain the momentum of these initiatives, update both Exhibit A and Exhibit B to reflect the funded activities and the corresponding deliverables, and ensure the continued mutual benefits of the Agreement; and

WHEREAS, the parties wish to further amend the Agreement by amending Section 2, COUNTY'S Obligations, to enable the 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; and

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

1. The term of the Agreement is extended through September 30, 2026.
2. Section 2, COUNTY'S Obligations, is hereby deleted from the Agreement and replaced as follows:

Section 2: COUNTY'S OBLIGATIONS

(a) For the period commencing on December 1, 2025 and ending September 30, 2026, COUNTY has appropriated the total sum of Fifty-Eight Thousand Seven Hundred and Ninety-Eight Dollars and No/100 (\$58,798.00), to be disbursed to BIKE/WALK for the purposes set forth in the List of Activities attached to this Agreement as Exhibit "A". Any funds not spent or encumbered by September 30, 2026, for the designated purposes set forth in Exhibit "A", shall be returned to COUNTY by BIKE/WALK.

(b) COUNTY shall pay BIKE/WALK as follows:

(1) Twenty-Nine Thousand Three Hundred and Ninety-Nine Dollars and No/100 (\$29,399.00) shall be paid to BIKE/WALK within ten (10) days after the execution of this 'Fifth Amendment to Seminole County and Bike/Walk Central Florida, Inc. Grant Agreement'.

(2) Twenty-Nine Thousand Three Hundred and Ninety-Nine Dollars and No/100 (\$29,399.00) shall be paid to BIKE/WALK within ten (10) days of May 1, 2026.

3. Exhibits A and B of the Agreement are hereby deleted and replaced with the new Exhibit A and Exhibit B attached hereto and incorporated into this Fifth Amendment.

4. Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion of labor or services. In accordance with said Florida Statutes, a Human Trafficking Affidavit is attached hereto as Exhibit C for execution by BIKE/WALK.

5. Except as modified by this Fifth Amendment, all terms and conditions of the Agreement remain in full force and effect.

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

ATTEST:

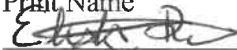
BIKE/WALK CENTRAL FLORIDA, INC.



Witness

Kaula Mitchell

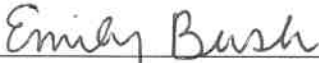
Print Name



Witness

Elisha Dyer

Print Name

By: 
EMILY BUSH, Executive Director

Date: 11/18/25

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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: _____
ANDRIA HERR, 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
Exhibit C- Human Trafficking Affidavit

AFL/sfa
11/12/25
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