

# Memorandum of Understanding

## Safe Streets Academy

### Lexington-Fayette Urban County Government and Smart Growth America

This Memorandum of Understanding (MOU) is made and entered into by and between the Lexington-Fayette Urban County Government (hereafter known as “the Client”) and Smart Growth America (SGA) in order to formalize the Client’s participation and role in SGA’s Safe Streets Academy, a series of three two-day in-person technical assistance workshops and six distance-learning modules funded by a Safe Systems Innovation Grant from the National Safety Council (NSC) and National Highway Traffic Safety Administration (NHTSA). As part of this Safe Streets Academy, the Client is required to host one of the three in-person workshops (hereafter known as “the Host Workshop”).

The Client and SGA agree to work together in a collaborative spirit and negotiate in good faith on all tasks and deliverables required for the Safe Streets Academy.

#### **Goals and Objectives**

The parties to this MOU agree that the objective of the Safe Streets Academy is to aid the Client and the other participants through technical assistance related to proven safety countermeasures to reduce speeds and save lives through engineering, tactical urbanism, and creative placemaking.

#### **Dedication of Resources**

##### *Safe Streets Academy*

SGA, through its grant from NSC and NHTSA, shall cover the following monetary costs of the work to be performed on the Safe Streets Academy: SGA staff time and the costs of any consultants retained for the Safe Streets Academy. SGA shall not cover the cost of Client staff time. The Client is responsible for reimbursing SGA for incurred expenses if the Client cancels the workshop.

SGA, through its grant from NSC and NHTSA, shall also provide travel assistance to the Client to send a cohort of 10 individuals to the other two workshops in the Safe Streets Academy. This assistance shall cover travel expenses including flights, ground transportation, and a per diem per dinners based on federal guidance. See the attached *Travel reimbursement guidance* for a detailed breakdown of maximum reimbursement by expense type. It shall be the responsibility of the Client and its cohort to make travel arrangements.

SGA will also organize a hotel room block for the traveling members of the cohort. If a participant cannot attend and does not send a substitute in their place, the Client must reimburse SGA for the cost of unused hotel rooms.

SGA shall provide a subgrant in the amount of \$8,000 to support a demonstration project.

##### *Host Workshop*

The Client shall make its staff resources available as necessary to assist SGA in completing the Host Workshop. The Client shall assure that adequate staff resources are dedicated to the Host Workshop to assure that it is completed with high quality and in a timely manner according to the timelines set forth by the parties.

The Client shall make suitable meeting facilities available to SGA for conducting the Host Workshop that include technical support for visual presentations and tables for group break-out exercises. The

Client shall also organize 2 days of breakfasts and lunches for approximately 40 people including the full cohort and the instructional team at no cost to SGA, as per the commitment in the initial application.

The Client shall also raise \$8,000 in cash or in-kind donations to support this demonstration project. In-kind donations can include supplies or materials but not staff time.

## **Roles and Responsibilities**

### ***Smart Growth America***

SGA shall serve as the fiscal agent for the Safe Streets Academy and shall be responsible for signing all contracts and handling all billing.

SGA shall be responsible for timely completion of all deliverables in the Safe Streets Academy including delivery of three in-person workshops and six distance-learning modules.

SGA shall work with the Client to complete a case study on the demonstration project. SGA shall also work with the Client to analyze the projected safety benefits of the demonstration project.

SGA will organize hotel room blocks for the two traveling cohorts at each workshop.

SGA shall follow up with the Client, including all cohort participants, six months and one year following completion of the Academy to evaluate information retention, application of new skills and knowledge, and ongoing challenges.

SGA shall make every effort to complete tasks and deliverables within the agreed upon timelines identified by the parties and shall work with the Client to extend timelines if tasks and deliverables cannot be completed per the agreed upon schedule.

### ***Lexington-Fayette Urban County Government***

#### ***Safe Streets Academy***

The Client shall send its 10-person cohort to attend all three in-person workshops and participate in all six distance-learning webinars. If a participant cannot attend, the Client shall send a substitute in their place. In the event that no substitute attends, the Client shall reimburse SGA for the cost of any unused hotel rooms.

The Client shall collect itemized receipts from the cohort for all reimbursable expenses and submit them to SGA. SGA cannot reimburse expenses without receipts.

The Client shall complete a demonstration project to lower speeds and/or increase safety between the second and third workshop on its roads. The Client shall work with SGA to produce a case study about their demonstration project and analyze its projected safety benefits.

The Client shall deliver a presentation to its local elected leaders, local department of transportation, and community on its recommendations to improve safety in its jurisdiction.

The Client shall participate in follow-up surveys six months and one year after the completion of the Safe Streets Academy to evaluate the program.

#### ***Host Workshop***

Staff from the Client shall be made available as necessary to provide SGA with support, including research on case study sites, to support the Host Workshop and complete tasks and deliverables.

The Client shall reserve meeting space, including audio-visual equipment and 5-6 breakout tables, for 30 participants and 7 instructors for the Host Workshop. In addition, the Client shall provide breakfast and lunch for two days at no cost to SGA.

The Client shall also coordinate a shuttle or carpool to transport the Host Workshop participants and instructors to the site of the demonstration project at no cost to SGA.

If the Client determines that advertising or other public notice or announcement of the Host Workshop is appropriate, the Client shall develop and distribute such advertising or other notice. The Client shall consult with SGA on the substance of the advertising or other notice. This would include press releases, electronic blog posts, and similar venues.

This MOU may be modified by mutual agreement of the parties. This agreement may be terminated only by mutual agreement of the parties, or if grant funding is withdrawn by NSC and/or NHTSA, in which case SGA and the Client shall make all reasonable efforts to find alternate funding sources and, failing that, complete the Safe Streets Academy to the extent possible using available resources.

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CEO, Lexington-Fayette Urban County  
Government

  
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Geoff Anderson, Smart Growth America  
President and CEO

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Date

10/10/17  
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Date