

# Guide to Defining and Using Zones for Low-Cost Pedestrian Safety Countermeasures

## Memorandum of Agreement Between Dunlap and Associates, Inc. and The City of Saint Paul, Minnesota

### Background

Dunlap and Associates, Inc. (“Dunlap”) has received Contract DTNH2216D00017/Task Order 693JJ919F000174 from the National Highway Traffic Safety Administration (NHTSA) to direct a demonstration project to examine comprehensive, low-cost safe system approaches that combine education, enforcement, and engineering countermeasures in “zone” applications (“The Contract”). Dunlap has teamed with The Highway Safety Research Center at the University of North Carolina, The Center for Evaluation and Research in Safety, and The Vision Zero Network (collectively “The Project Team”) to develop materials and support pilot tests. As part of The Contract, Dunlap must identify study jurisdictions willing to conduct pilot tests of a zone approach to pedestrian safety countermeasures (“The Zone Approach”) and fund them to prepare and implement a plan for a pilot test (“The Plan”). The City of Saint Paul, Minnesota (“Saint Paul”) has expressed an interest in being a study jurisdiction. This Memorandum of Agreement (“MOA”) defines the responsibilities of Saint Paul and Dunlap under the MOA and details the compensation Saint Paul will receive from Dunlap if The Plan is completed and submitted to Dunlap prior to October 15, 2022 and Saint Paul agrees to implement The Plan to the extent practical and document that implementation by September 30, 2023 in a brief report.

### Dunlap Responsibilities

Dunlap and the other members of The Project Team will provide technical support in plan preparation, crash analysis, countermeasure selection, and countermeasure implementation. Dunlap will provide working drafts of two guides: 1) on the zone concept and the creation of zones (“Zone Guide”); and 2) on selecting countermeasures to use within a zone (“Resource Guide”). Dunlap will also provide the funding described below.

### Saint Paul Responsibilities

Saint Paul will work cooperatively with Dunlap and the other members of The Project Team to prepare a plan for defining one or more zones in its jurisdiction and for applying the low-cost zones approach in one or more zones prior to October 15, 2022. Saint Paul also agrees to use the compensation it receives from Dunlap to implement the developed plan as soon as practicable (but no later than September 30, 2023) and to briefly document the implementation process and outcomes in a brief report that Dunlap can submit to NHTSA. Saint Paul will also provide comments and suggestions for improvement of the Zone Guide and Resource Guide.

### Compensation from Dunlap to Saint Paul

Upon executing this MOA to participate and commencement of work on The Plan, Saint Paul will receive \$75,000 after presentation of an invoice to Dunlap, which Dunlap will include in its September invoice to NHTSA. Payment of the invoice by Dunlap to Saint Paul will take place within fifteen (15) days of Dunlap’s receipt of payment of its September invoice by NHTSA.

### Counterparts

The parties may sign this Memorandum of Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

## Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

AGREED:

### Dunlap and Associates, Inc.

By: Richard D. Blomberg, Vice President  
Name of Signer

Signature:  Digitally signed by Richard D. Blomberg  
Date: 2022.09.22 13:50:58 -04'00'

Date: 9/22/2022

### City of Saint Paul

By: *Sean Kershaw*  
Director of Public Works

Date: Sep 26, 2022

By: *Judy Hanson*  
Assistant City Attorney

Date: Sep 26, 2022

By: *John McCarthy*  
John McCarthy (Sep 26, 2022 08:51 CDT)  
Director of Financial Services

Date: Sep 26, 2022

By: *Jaime Rae Tincher*  
Jaime Rae Tincher (Sep 26, 2022 09:15 CDT)  
Deputy Mayor

Date: Sep 26, 2022












# PedZone - MOA-Saint Paul Signature Copy


Final Audit Report


2022-09-26


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By:	Anne Weber (anne.weber@ci.stpaul.mn.us)
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 Agreement completed.  
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