

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**PREUSSER RESEARCH GROUP, INC.**  
**AND**  
**LANCASTER COUNTY, NEBRASKA**

This Memorandum of Understanding ("MOU") is made and entered into by Preusser Research Group, Inc. ("PRG"), acting through its President, Mark Solomon, and Lancaster County on behalf of the Lancaster County Sheriff's Office ("COUNTY"); referred to hereinafter collectively as "Parties" or individually as a "Party".

**STATEMENT OF PURPOSE**

PRG is conducting a study under contract (Contract ID: DTNH22-15-C-00025) with the National Highway Traffic Safety Administration (NHTSA). The purpose of the study is to develop and utilize innovative approaches in enforcing seat belt laws under secondary law environments to ultimately achieve a positive impact in belt use. The end product of this effort will be information that can be used to model successful seat belt enforcement operations. PRG will work with COUNTY to design and implement a seat belt enforcement program with the goal to improve occupant protection program outcomes.

PRG agrees to provide COUNTY with up to \$25,000 in compensation for participation in this study. Program funding shall be used for program purposes including payment for officer hours put towards program management, program enforcement patrols, and/or equipment used in publicizing the enforcement efforts. After the program, the agency will keep any physical resources obtained and continue to use them in traffic safety operations and for occupant protection programs in-particular.

PRG will provide COUNTY grant funding per terms in the Agreement that follows.

**AGREEMENT**

Both parties agree as follows:

**1. Enforcement Technique and Duration:**

- **This Agreement covers a total of six (6) waves of high visibility enforcement (HVE) over a 12-month program-enforcement period.** Each HVE wave will span 10 consecutive days in duration, typically beginning on a Friday or weekend day (i.e., "first weekend") and then extending the week into a "second weekend." Traffic enforcement-shifts and times of day will be determined by COUNTY.

Dates for HVE waves are listed below.

- HVE1: April 5-14, 2018
- HVE2: May 21-June 3, 2018  
(Coordinated with Statewide *Click It or Ticket Mobilization*)

- HVE3: October 2018 (exact dates TBD)
- HVE4: Thanksgiving Holiday Period 2018  
(Coordinated with Statewide Thanksgiving Seat Belt Mobilization)
- HVE5: February/March 2019 (exact dates TBD)
- HVE6: April 2019 (exact dates TBD)
- COUNTY will put approximately 32 hours of overtime enforcement towards each HVE wave. Estimated cost of overtime enforcement is approximately \$7,040. That figure is based on NHTSA/PRG fully funding 4 waves of overtime enforcement at \$55 per hour (\$55 is an estimate). PRG will not pay for overtime program enforcement beyond 32 hours per HVE wave.
- Two additional HVE waves (Statewide programs: *May Click it or Ticket Mobilization* and *Thanksgiving Seat Belt Mobilization*) are typically funded annually by the Nebraska Office of Highway Safety. In the absence of Office of Highway Safety grant funding (calendar year 2018), PRG agrees to provide overtime funding, so that six total waves are fully funded (32 hours per enforcement waves) for this project's program year.
- COUNTY can put up to an additional 20 hours of officer time per wave towards project management and publicity activities per emphasis period, costing approximately \$7,200, based on six waves at \$60 per hour (\$60 is an estimate).

## **2. Publicity:**

- PRG will assist and collaborate with COUNTY on a variety of program messaging for the HVE wave periods. Typical types of HVE publicity is expected. Those types can include, but are not limited to, signs and signage, press releases, television/radio news interviews, and social media feeds. Innovative ideas for publicity will be sought over the program period.
- All program publicity (content and method for delivery) will be mutually agreed upon by COUNTY, PRG and NHTSA.

## **3. Enforcement and Publicity Equipment**

- COUNTY can use funding for equipment. Any equipment must help facilitate the program's enforcement, publicity or management. Any use of funding for equipment must be agreed upon by NHTSA/PRG and COUNTY. After the program, the agency will keep any physical resources obtained and continue to use them in traffic safety operations and for occupant protection programs in-particular.

#### **4. Historical Data:**

- COUNTY will supply PRG historical data including electronic traffic citation records for a three-year period (January 2015 – December 2017). PRG will use historical data to:
  - Identify target sites;
  - Track trends; and
  - Determine changes over time.
- COUNTY will supply PRG with specific information on enforcement activity during the six HVE waves. PRG will provide COUNTY a report form that will be used to gauge the level of enforcement activity. PRG expects COUNTY to report to PRG the following types of enforcement information:
  - Dates of enforcement
  - Description and details of enforcement techniques used
  - Number of vehicle stops and citations issued (including warnings) by type
  - Number of officers involved in each HVE program effort
  - Other program elements related to publicity/outreach (e.g., dates, types of signage used, social media, community events, press releases, conferences, PSAs, and news stories) will be provided to PRG by COUNTY.

#### **5. Period of Performance**

This Agreement will become effective when both Parties have signed it and will end fifteen (15) months after the effective date.

#### **6. Reimbursements**

PRG will reimburse hours for program enforcement, hours for program management and equipment purchases within 45 days from the day the invoice is received at PRG. Payment for officer hours devoted to program enforcement will not be reimbursed until required HVE activity data are reported.

PRG will make equipment purchases directly from vendor(s) if COUNTY requests and subtract the amount of purchase from the total grant amount.

##### **Invoices will be sent to:**

Preusser Research Group, Inc.  
Attn. Neil Chaudhary  
7100 Main Street  
Trumbull, CT 06611

#### **7. Termination**

This MOU may be amended or terminated by mutual written and signed agreement. In addition, this Agreement can be terminated upon thirty (30) days prior written notice to the other Party without penalty to either Party. The Agreement will be terminated if funds

are no longer available to support the continuation of the project or if COUNTY becomes unable to support required activities; such a termination shall occur upon written notice by PRG to COUNTY. If the Agreement is terminated for any reason, COUNTY shall be reimbursed pursuant to the terms of this Agreement for hours for program enforcement, hours for program management, and equipment purchases incurred by COUNTY up to the date of termination.

#### **8. Audit Documentation**

In the event of an audit, COUNTY will verify project expenditures upon request. This will include salary documentation (payroll records, officer overtime, activity reports, receipts) or other information necessary to verify reimbursements made to COUNTY. For the purposes of compliance, COUNTY will be willing to keep pertinent records on file for five years.

#### **9. Indemnification**

All enforcement, public awareness, and any other program activities scheduled or completed shall be governed by COUNTY policy. All activities completed under this MOU, must, at all times, be planned and implemented to ensure the safety of the public, COUNTY staff and any other volunteers or support personnel.

Each Party shall save and hold the other harmless from all losses, claims, suits, judgments, fines, and damages, including court costs, attorney fees, and costs of litigation, arising out of the negligent, reckless, or intentional acts or omissions of such Party or its agents, officials, or employees in the performance of this Agreement. Neither Party, by executing this Agreement, is assuming any liability for, or agreeing to indemnify or hold harmless the other Party or its agents, officials, or employees for, any negligent, reckless, or intentional acts or omissions of the other Party, its agents, officials, or employees.

#### **10. Independent Contractor**

It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. PRG, its agents, consultants, subcontractors, independent contractors, or representatives, and any employees of PRG shall not be deemed to be employees of the COUNTY and employees of the COUNTY shall not be deemed to be employees of PRG. PRG, its agents, consultants, subcontractors, independent contractors, and representatives, and the COUNTY shall be responsible to their respective employees for all salary and benefits. Neither PRG, its employees, agents, consultants, subcontractors, independent contractors, or representatives, nor the COUNTY'S employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Parties shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, agents, consultants, subcontractors, independent contractors, and representatives, and for payment of all federal, state, local and any other payroll taxes with respect to its employees', agents', consultants', subcontractors', independent contractors', and representatives' compensation.

**11. Miscellaneous**

- a. Amendments or additions to this MOU shall be mutually agreed upon and made only by written amendment, duly executed by all Parties.
- b. This MOU shall take effect when signed by all Parties, as evidenced by the last date entered on the signature page.
- c. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.
- d. This Agreement is the complete and exclusive statement of the Agreement between PRG and COUNTY regarding the matters described herein. The Parties hereto agree that the terms and conditions contained herein shall supersede all proposals or prior agreement, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.
- e. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

**12. Need for Notification**

All notification or communication regarding this MOU shall be directed to:


**For PRG**

Mark G. Solomon  
President  
Preusser Research Group, Inc.  
7100 Main Street  
Trumbull, CT 06611  
mark@preussergroup.com  
(662) 236-9288

**For COUNTY**

Tommy Trotter  
Sergeant  
Lancaster County Sheriff Office  
575 South 10<sup>th</sup> Street  
Lincoln, NE 68508  
ttrotter@lancaster.ne.gov  
(402) 441-6500

By signing below, the Parties agree to the above-stated terms and conditions of this MOU.

  
\_\_\_\_\_  
Mark G. Solomon  
President  
Preusser Research Group, Inc.

3/21/18  
Date \_\_\_\_\_

\_\_\_\_\_  
Todd Wiltgen  
Chair, Lancaster County Board of Commissioners  
For Lancaster County

\_\_\_\_\_  
Date \_\_\_\_\_