

**SUB AGREEMENT
BETWEEN
CITY OF REDLANDS
AND
GEORGE MASON UNIVERSITY**

This Agreement ("Agreement") is entered into by and between the CITY OF REDLANDS ("REDLANDS"), in the State of California and GEORGE MASON UNIVERSITY ("MASON"), an educational institution and agency of the Commonwealth of Virginia.

WHEREAS, the NATIONAL INSTITUTE OF JUSTICE ("Funding Agency") has awarded the CITY OF REDLANDS a contract for the project titled, "**Developing an iPhone Based Crime Mapping Application to Assist Law Enforcement Officers with Understanding Spatial and Temporal Crime Patterns**", Award No. **2010-DE-BX-K006**, ("Prime Award"); and

WHEREAS, Mason has proposed to collaborate with Redlands on the Prime Award;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereunder and other good and valuable consideration, the parties mutually agree to all of the following:

1. STATEMENT OF WORK

Mason agrees to perform the work described in the Statement of Work. A summary of the work to be performed is attached as Attachment 1, incorporated herein.

2. TERM AND TERMINATION

- A. The period of performance ("Term") shall begin on **January 18, 2011**, and shall not extend beyond **December 31, 2012**, ("End Date"), unless mutually agreed in writing by both parties.
- B. Any extension, continuation, or further funding of this Agreement beyond the End Date shall be subject to:
 - i. appropriate time extension approvals by Redlands or the Funding Agency, as applicable; and
 - ii. continuation by the Funding Agency of the Prime Award and authorization by the Funding Agency of specific funds for the Mason's portion of the work.
- C. This Agreement may be terminated:
 - i. any time the Prime Award is terminated by the Funding Agency, and Mason receives from Redlands written notice to that effect; or
 - ii. if Mason fails to perform any obligation under this Agreement, Redlands gives Mason thirty (30) days written notice of pending termination, and Mason fails to cure or correct said deficiency within such thirty day period, or such period as the parties may mutually agree in writing; or
 - iii. without cause by either party, by giving at least thirty (30) days advance written notice to the other party prior to the End Date of this Agreement.
- D. In the event of termination, Redlands shall reimburse Mason for actual costs incurred up to the date of termination, and for any non-cancelable commitments and obligations made prior to the date of notice of such termination. Reimbursement shall be made in accordance with sections 5 and 6 of this Agreement.

3. BUDGET

- A. This is a cost reimbursable agreement. The not to exceed budget, in the amount of **\$61,086.00** (project year one) and **\$62,743.00** (project year two), for Mason's performance under this Agreement is provided in Attachment 2, incorporated herein.
- B. Total expenditures for Mason's performance shall not exceed the budgeted amount stated in Attachment 2, except as provided in section C of this paragraph.
- C. Additional funds not allocated in Attachment 2 may be awarded to Mason if mutually agreed to in writing by both parties. Any such additional funds shall be subject to availability from Redlands or the Funding Agency. To apply for additional funds under this paragraph, Mason shall at any

time during the Term of this Agreement, submit one copy of the proposed budget changes to the Redlands Administrative Contact identified in section 7(B) of this Agreement.

4. ALLOWABLE COSTS

The allowability of costs under this Agreement shall be determined in accordance with:

- A. the provisions of the Prime Award; and
- B. Subcontracts with Educational Institutions– FAR, Subpart 31.3; Subcontracts with Nonprofit Organizations-FAR, Subpart 31.7; or Subcontracts with Commercial Organizations – FAR, Subpart 31.2, as applicable.

5. PAYMENT

- A. Mason may submit invoices to Redlands not more than once per month and Redlands shall reimburse Mason only for actual costs incurred on the project, not to exceed **\$61,086.00** (project year one) and **\$62,743** (project year two). Invoices will cite the project titled, **“Developing an iPhone Based Crime Mapping Application to Assist Law Enforcement Officers with Understanding Spatial and Temporal Crime Patterns”**, Award No. **2010-DE-BX-K006** and will be sent to the Administrative Contact identified in section 7(B) of this Agreement.
- B. Redlands agrees to make payments within 30 days of receipt of a properly submitted invoice.
- C. Redlands agrees that failure to make payments as contemplated herein may result in any unpaid balance being referred to a collection agency. Redlands agrees to pay all attorney’s fees and other costs and charges that are necessary for the collection of any amount not paid when due. Redlands agrees that should it fail to make payment of any installment within 60 days of any date an installment is due, the entire amount, including unpaid installments, may be accelerated and become immediately due and payable, at the option of Mason.

6. KEY PERSONNEL

- A. Redlands’s Project Director is its **Chief of Police**, who shall be responsible for the overall direction and coordination of the work to be performed under this Agreement and the Prime Award. All correspondence or notices of a technical or programmatic matter related to this Agreement shall be forwarded to **Redlands Chief of Police** at the below referenced address.
- B. Mason's Principal Investigator responsible for the conduct of the work related to this Agreement is **Dr. David Weisburd**. Any correspondence or notices of a technical or programmatic matter related to this Agreement shall be forwarded to him/her. Should Mason’s Principal Investigator become unavailable, Mason shall propose a substitute principal investigator subject to approval in writing by **Dr. Weisburd** and the Funding Agency.

Redlands	MASON
Chief of Police Redlands Police Department P.O. Box 1025 Redlands, CA 92373 Phone: 909-798-7661 Fax: 909-798-7675 Email: jim.bueermann@redlandspolice.org	Dr. David Weisburd Distinguished Professor Administration of Justice George Mason University 4400 University Drive, MSN 4F4 Fairfax, VA 22030 Phone: 703-993-4079 Fax: 703-993-8316 Email: dweisbur@gmu.edu

7. NOTICES AND CORRESPONDENCE

All administrative, contractual, and business notices required by this Agreement shall be made in writing and sent prepaid by certified mail to the person and address of the Redlands Administrative Contact and Mason Contact identified below, as applicable:

REDLANDS	MASON
Travis Taniguchi, Ph.D. Criminologist Redlands Police Department P.O. Box 1025 Redlands, CA 92373 Phone: 909-557-6972 FAX: 909-798-7675 Email: ttaniguchi@redlandspolice.org	Ethenia "Tippi" Phillips Contracts Administrator Office of Sponsored Programs George Mason University 4400 University Drive, MSN 4C6 Fairfax, VA 22030 Phone: 703-993-4215 FAX: 703-993-2296 Email: tphillip@gmu.edu

8. AUDIT AND COMPLIANCE

The provisions of the Single Audit Act of 1984, or OMB Circular A-128 (Audits of State and Local Governments), or OMB Circular A-133 (Audits of Institutions of Higher Education and Other Non-Profit Institutions), as applicable, shall apply to this Agreement. If Mason is an Institution of Higher Education or Non-Profit entity, it shall assure Redlands that it complies with A-133. It shall notify Redlands of the completion of required audits and any adverse findings which impact this subaward. For-Profit entities' surveys, audits, and examinations shall conform to the Government Auditing Standards issued by the Comptroller of the United States and any guidelines issued by the Funding Agency.

9. EQUIPMENT ACCOUNTABILITY AND DISPOSITION

Any and all equipment purchases pursuant to this Agreement shall be treated in accordance with the provisions of the Prime Award in effect on the date of execution of this Agreement, except as modified by this Agreement.

10. LIABILITY AND INSURANCE

- A. Mason is a State agency and is self-insured by the Risk Management Plan of the Commonwealth of Virginia for all claims up to the maximum provided by the Code of Virginia.
- B. To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Redlands shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement.

11. PUBLICITY AND USE OF NAME

- A. Any and all news releases, advertising, promotion, sales literature, or other publicity released by either party concerning this Agreement, shall be subject to prior written approval of the other party, and subject to the prior written approval of the Funding Agency, as appropriate. Any such publicity shall credit the contributions of each party.
- B. Neither party shall use the name, insignia, or trademark of the other party, nor any adaptation thereof, nor the names of any of its employees in any advertising, promotion or sales literature without the written consent of the other party.

12. INTELLECTUAL PROPERTY

- A. Mason and Redlands agree to report promptly and fully to each other any research results including but not limited to inventions, improvements, discoveries, or developments which may be patentable or copyrightable resulting from this mutual collaboration. The receiving party shall hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of the disclosing party.

- B. As a general principle, any invention, improvement, discovery, or developments arising from this agreement whether patentable, copyrightable or not, which are made by employees of Redlands shall belong to Redlands and those made by employees of Mason shall belong to Mason.
- C. Due to the close interaction of Mason and Redlands researchers and the collaborative nature of this team effort, it may be impossible to identify or separate the contributions of each party. In such cases, inventorship shall be determined by legal means, and in cases where inventors are from both Mason and Redlands, title to the intellectual property shall be held jointly. Mason and Redlands agree to negotiate in good faith a license agreement to allow for effective commercialization of jointly held intellectual property.
- D. It is possible that Mason or Redlands may possess rights in background intellectual property, that is, intellectual property not otherwise subject to this agreement, which would be useful or essential to the practice or commercialization of the results of projects arising from this agreement. Where Redlands and Mason determine that background technology may exist, Mason and Redlands will use reasonable efforts to negotiate licensing rights that will allow the practice and commercialization of these results.

13. SUBCONTRACTING

Except as may be provided elsewhere in this Agreement, Mason shall not enter into any sub-agreements, in whole or in part, without the prior written approval of Redlands, and subject to such conditions Redlands may require. Purchase Orders and other routine expenditures are not subject to this provision.

14. REPORTS

- A. Mason shall provide reports as required by Redlands's Project Director, including but not limited to a final report due thirty (30) days prior to the End Date of this Agreement.
- B. Mason shall submit reports of expenditures and a final report regarding the subcontracted activities to Project Director within sixty (60) days after the termination of this Agreement.
- C. All Reports shall be submitted to Redlands's Project Director at the address identified in Section 7(A) of this Agreement.

15. RECORDS/RECORDS RETENTION

- A. Fiscal Records - Mason shall maintain such books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature it claims to have incurred for the performance of this Agreement.
- B. Technical Records - Mason shall keep clear and accurate records of the procedures conducted and data collected throughout the Term so that the progress of the project may be readily evaluated at any time by Redlands's Project Director.
- C. Audit of Books - Financial reports, supporting documents and other records related to this Agreement shall be retained by Mason for a period of three (3) years from the date of final payment except that records that relate to audits, appeals, litigation or the settlement of claims arising out of performance of this Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.

16. RELATIONSHIP

The relationship of the parties to each other is solely that of independent contractors. Neither party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as maybe specifically be enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties. Mason shall not enter into any agreement or incur any obligations on Redlands's behalf, or commit Redlands in any manner without Redlands's prior written consent.

17. PUBLICATION

Publication of Results -- Mason is encouraged to publish the results of this research project. All research reports and other publications relating to the work under or as a result of this Agreement shall:

- i. bear proper acknowledgment of the support provided by the Prime Award from the Funding Agency;

ii. ensure that Redlands and the Funding Agency have a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any copyrightable material that is developed under and as a result of this Agreement.

18. STANDARDS OF WORK

Mason agrees that the performance of the work and services of this Agreement shall conform to the highest professional standards.

19. GOVERNING LAW

This agreement shall be enforced and interpreted under the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before a proper state court in the Commonwealth of Virginia.

20. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

21. WAIVER

- A. The failure of a party to enforce any provision in this Agreement shall not be deemed a waiver of such right.
- B. No waiver of any right under this Agreement shall be effective unless agreed to in writing by both parties.

22. ASSIGNMENT

Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. All of the terms and provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their successors and assigns.

23. SPECIAL PROVISIONS

The Clauses, Certifications, and Regulations identified on Appendix A, attached hereto, are incorporated herein by reference.

24. MODIFICATIONS

Any and all modifications to this Agreement, including but not limited to budget modifications and changes to the Statement of Work, shall be submitted by the Mason to the Redlands's Administrative Contact. No modification to this Agreement shall be valid without the signatures of a duly authorized representative of both parties.

25. SEVERABILITY

Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

26. GENERAL PROVISIONS

It is understood that this Agreement is awarded under a grant from Funding Agency, Attachment 3, and all applicable requirements, regulations and provisions of the Prime Award are hereby incorporated into this Agreement.

27. ENTIRETY

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof, and supersedes all prior oral or written agreements regarding the subject matter hereof.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below to be effective as of the date first above written.

For: **GEORGE MASON UNIVERSITY**

For: **CITY OF REDLANDS**

By: _____

Michael Laskofski
Director, Sponsored Programs

By: _____

PETE AGUILAR
Mayor, City of Redlands

Date: _____

Date: _____

ATTEST:

Sam Irwin, City Clerk

APPENDIX A

CERTIFICATIONS, CLAUSES, AND REGULATIONS

THE FOLLOWING CERTIFICATIONS, CLAUSES, AND REGULATIONS ARE INCORPORATED BY REFERENCE IN THIS AGREEMENT WITH THE SAME FORCE AND EFFECT AS THOUGH HEREIN SET FORTH IN FULL TEXT. REFERENCES TO REGULATIONS ARE AS OF THE DATE OF THIS AGREEMENT.

- A. EQUAL OPPORTUNITY** - Mason shall comply with all applicable provisions of state and federal constitutions, laws, regulations and judicial orders pertaining to non-discrimination and equal employment opportunity including but not limited to:
1. The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*;
 2. The Age Discrimination Act of 1975, 42 U.S.C § 6101-6107;
 3. The 1991 Civil Rights Act, P.L. 102-166, 42 U.S.C §1981 *et seq.*;
 4. The Drug Free Work Place Act of 1998, PL 100-690, Title V, Subtitle D;
 5. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681-1688; and
 6. The Equal Employment Opportunity Act, E.O. 11246, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR Part 60 and 34 C.F.R Part 106.
- B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, 34 CFR PART 85)**
Mason certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding award of this Agreement been convicted of, or had a civil judgment rendered against them for commission of, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (2) above; and
 4. Have not within a three-year period preceding award of this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
 5. Is not delinquent on any Federal debt.
- C. ANTI-KICKBACK ACT OF 1986** - The applicable provisions of the Anti-Kickback Act of 1986, 41 U.S.C § 51 *et seq.*, as set forth in FAR 3.502-2, FAR 3.502-3 and FAR 52.203-7 are hereby incorporated herein by reference. Mason certifies that it is in compliance with said Act.
- D. CERTIFICATION REGARDING LOBBYING** - Mason certifies, to the best of its knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Mason, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

Mason shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Mason shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- E. CONFLICT OF INTEREST** - Mason, by signing this Agreement, covenants that Mason has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Mason's services and obligations under this Agreement. Mason further covenants that, in the performance of this contract, no person having such interest shall be employed by the Mason. Mason warrants that it is not in any way related to any person signing this agreement within the third degree by consanguinity or affinity. Mason shall have written policies and guidelines on conflict of interest and avoidance thereof. Mason certifies that, to the best of its knowledge upon reasonable inquiry, conflicts of interest (including, but not limited to conflicts which may exist under the Virginia Conflict of Interest Acts, or the federal Conflict of Interest Acts) do not exist for individuals participating in the project supported under this Agreement. Should this situation change during the time of this Mason shall promptly advise Redlands of such change.
- F. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT** - Mason agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution control Act as amended (33 U.S.C. § 1251 *et seq.*, as amended).
- G. RESEARCH WITH HUMAN SUBJECTS** – When human research subjects are involved in the performance of Work, Mason agrees to comply with all current U.S. Government regulations concerning protection of human research subjects, with particular reference to Sponsor's implementation of 45 CFR Part 46 – Protection of Human Subjects. Mason agrees to provide certification to Redlands upon execution of this Agreement that an appropriate institutional review board has reviewed and approved the procedures which involve human subjects and that the Mason also have a Federal Wide Assurance for research with human subjects. Redlands will not serve as the institutional review board for the Mason. Instances of noncompliance with this provision shall be reported immediately to the Redlands Administrative contact.
- H. USE OF LABORATORY ANIMALS** – When the use of live vertebrate animals is involved in the performance of Work, Mason agrees to comply with all current Federal regulations concerning the care and use of animals, as required by the Animal Welfare Act, as amended. Mason agrees to provide certification to Redlands upon execution of this Agreement that an appropriate institutional animal care and use committee has reviewed and approved all procedures involving live vertebrate animals. Redlands will not serve as the institutional review board for the Mason. Instances of noncompliance with this provision shall be reported immediately to the Redlands Administrative contact.
- I. SCIENTIFIC MISCONDUCT** – Instances of scientific fraud or misconduct related to the performance of the work conducted under this Agreement shall be reported to the Redlands Administrative Contact immediately subsequent to any independent determination that fraud or misconduct has occurred.

J. FINANCIAL DISCLOSURE - If Mason employs more than 50 persons, Mason certifies to the best of its knowledge that all financial disclosures required by the Sponsor/Agency policy have been made and that all identified conflicts will have been satisfactorily managed, reduced or eliminated prior to the institution's expenditure of any funds under this Agreement award, in accordance with Mason's conflict of interest policy. As conflicts which cannot be satisfactorily managed, reduced or eliminated, must be disclosed to Sponsor/Agency through Redlands, Mason shall promptly advise Redlands of any such conflict(s). If Mason is an educational institution, Mason certifies that its most recent A-133 audit was completed for the fiscal year and there were no findings of material weakness, material instances of noncompliance, or findings related to any subaward related to Redlands.

K. COMPLIANCE WITH FEDERAL AND STATE LAW - Mason agrees that it is currently in compliance with all applicable local, state and federal laws and will remain in such compliance at all times and in all events during the term of this Agreement. Mason agrees to notify Redlands promptly if there is any change of status in any of the above certifications. Failure to so comply will automatically terminate this Agreement as of the time of noncompliance.

L. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006, AS AMENDED, 2008 (FFATA)—Prime recipients of federal awards are required to report any subaward that is, together with its modifications, greater than \$25,000.00 to the General Services Administrations' Federal Subaward Reporting System. Accordingly, Subrecipient shall provide the following information in accordance with federal law:

- a. Is Subrecipient registered in CCR? Yes No
- b. DUNS Number: 07-781-7450
- c. EIN Number or Tax ID 54-0836354
- d. Congressional District: 11th
- e. Did Subrecipient's gross income, from all sources, in the previous year exceed \$300,000?
Yes No (If no, FFATA reporting is not required.)
- f. Is the performance site the same address as contained in the agreement? Yes No
If no, please provide: _____
- g. The names and total compensation of the five most highly compensated officers of the Subrecipient must be provided if:
 - i. Last fiscal year, was 80 percent or more of Subrecipient's annual gross revenue from Federal contracts, subcontracts, loans, grants, subgrants or cooperative agreements; and
 - ii. Subrecipient receive \$25 million or more in annual gross revenues from Federal awards; and
 - iii. The public does not have access to information about the compensation of the senior executives of the Subrecipient through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. §§78m(a), 78o(d)] or section 6104 of the Internal Revenue Code.

Is Subaward exempt from reporting executive compensation? Yes No (If no, please complete the information below.)

Officer 1 Name: N/A

Officer 1 Compensation: N/A