

Date: November 9, 2010

To: Mayor Chris Beutler

From: Gene Hogan

RE: Subaward Agreement No. 25-0116-0098-002
"Evaluation of GPS-Enabled Cell Phones and Laptops for Applications of Law Enforcement
Patrolling Activities" LPD PI: Chief Tom Casady

Enclosed please find:

- ☐ Attachment 3 Update contact list with your institution/organization information.
- ☐ EIN Number. Found on the front page, please fill in the EIN number of your institution/organization before signing.
- ☒ Two original sets of the referenced agreement, which have been signed by an authorized representative of UNL. Upon signature by an authorized representative of your institution, please return one set for our files.
- ☒ ACH Enrollment Forms to be completed by institution/organization and returned by fax to (402) 472-2804 or mailed to: University of Nebraska-Lincoln, Attn: Barbara Opp, 401 Administration, Lincoln, NE 68588-0439.
- ☐ W-9 Request for Taxpayer Identification Number. Please complete, sign and return with the subaward.

Thank you for your assistance. Please contact me with any questions or concerns by phone at (402) 472-3510 or email ehogan3@unl.edu.

UNL
312 N. 14th St.
68588-0430
Attn: Gene Hogan

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MAYORS OFFICE

Research Subaward Agreement

Institution/Organization ("Prime Recipient")

Name: Board of Regents for the University of Nebraska at Lincoln

Prime Award No.: 2010-DE-BX-K001

Awarding Agency:

Department of Justice - National Institute of Justice

Institution/Organization ("Subrecipient")

Name: City of Lincoln - Lincoln Police Department

Subaward No.: 25-0116-0098-002 CFDA #: 16.560

Amount Funded This Action: Est. Total (if incrementally funded)

\$49,236.00

\$79,870.00

Subaward Period of Performance:

Budget Period: From:

To:

9/1/2010

8/31/2012

Estimated Project Period (if incrementally funded):

From:

To:

Project Title:

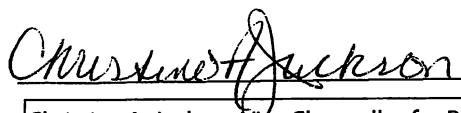
Evaluation of GPS-Enabled Cell Phones and Laptops for Applications of Law Enforcement Patrolling Activities

Reporting Requirements (Check here if applicable: ☒ See Attachment 4)☐ ARRA Funds (Attachment 4A)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient Shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Financial Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Financial Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient

 11/4/10
Date
Christine A. Jackson Vice Chancellor for Business & Finance

By an Authorized Official of Subrecipient

 11-12-10
Date

<p style="text-align: center;">Attachment 1 Research Subaward Agreement Certifications and Assurances</p>
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By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Invoice Requirements

Invoices should be submitted using Subrecipient's standard invoice, but at a minimum should include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference Prime Recipient's subaward number shall be returned to Subrecipient. In addition, invoices should include a detailed itemization of expenditures produced from the Subrecipient's accounting system.

Federal Immigration Verification

COLLABORATOR assures UNIVERSITY that COLLABORATOR and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.


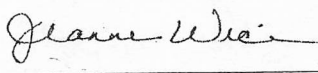
Attachment 2
Prime Agreement



Department of Justice
Office of Justice Programs
National Institute of Justice

Cooperative Agreement

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Board of Regents, University of Nebraska - Lincoln 312 N. 14th St. Alexander Building Lincoln, NE 68588-0430		4. AWARD NUMBER: 2010-DE-BX-K001	
		5. PROJECT PERIOD: FROM 09/01/2010 TO 08/31/2012 BUDGET PERIOD: FROM 09/01/2010 TO 08/31/2012	
		6. AWARD DATE 09/14/2010	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 410851706		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Evaluation of location-based services for police: GPS-enabled cell phones and laptops for applications of law enforcement patrol		10. AMOUNT OF THIS AWARD \$ 294,516	
		11. TOTAL AWARD \$ 294,516	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY10(NIJ - JAG Technology) Pub. L. No. 111-117, 123 Stat. 3034, 3133; 42 USC 3756; 28 USC 530C			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jeanne Wicks Director	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9/22/10
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DE 60 00 00 294516		21. JDESGT0512	



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SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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SPECIAL CONDITIONS

8. Due to the substantial Federal involvement contemplated in completion of this project, the National Institute of Justice (NIJ) has elected to enter into a cooperative agreement rather than a grant. This decision is based on NIJ's ongoing responsibility to assist and coordinate projects that deal with research, technology development, and assessment. NIJ will provide input and re-direction to the program as needed, in consultation with the Recipient, and will actively monitor the project by methods including but not limited to ongoing contact with the Recipient.

In meeting programmatic responsibilities, NIJ and the Recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the Recipient in implementation of the Recipient's approved proposal, the Recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and re-direction of the project, if necessary, rests with NIJ.

Where appropriate, the Recipient will act jointly with NIJ in accomplishing the following tasks:

- a. determination of research design,
- b. design of data collection instruments, and/or
- c. determination of sites for research.

Data collection, analysis, and interpretation of data and analyses are the responsibility of the Recipient.

In addition to its programmatic responsibilities, the Recipient agrees to provide necessary information as requested by the Office of Justice Programs and NIJ. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

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9. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

OJP will provide further instructions regarding the submission of this data at a later time.

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SPECIAL CONDITIONS

10. The recipient acknowledges that the Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that the Office of Justice Programs has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

11. Patents and Inventions.

The clauses at 37 C.F.R. section 401.14 (together, the "Patents Rights Clause") are incorporated by reference, with the following modifications.

(1) Where italicized, the terms "contract," "contractor," and "contracting officer" are replaced, respectively, by the terms "award," "award recipient," and "OJP program manager";

(2) Patent Rights Clause paragraph (f) is modified by adding the following at the end:

"(5) The award recipient agrees to provide a report prior to the close out of the award listing all subject inventions or stating that there were none.

(6) The award recipient agrees to provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the award recipient has applied for a patent.";

(3) Patent Rights Clause paragraph (g) is modified to read as follows:

"(g) Subawards and Subcontracts

"The award recipient will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions."; and

(4) Patent Rights Clause paragraph (l) is modified to read as follows:

"(l) Communications

"Communications on matters relating to this Patent Rights Clause should be directed to the General Counsel, Office of Justice Programs, United States Department of Justice.".

With respect to any subject invention in which the award recipient, or a subaward recipient or subcontractor, retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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12. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public.

13. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries. ←
14. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.
15. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. ←
16. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
17. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

18. The award recipient shall provide all products specified in the proposal. In addition, ninety (90) days prior to the end of the project period, the recipient shall submit to NIJ the following documents in electronic format: (1) A Draft Final Technical Report. The Draft Final Technical Report shall describe the project's activities in sufficient detail to permit replication of the design, including a review of relevant literature, methods including detailed description of data collection and analysis procedures, modifications to or problems with the original research design, findings, and conclusions. (2) A 2,500 to 4,000 word Draft Summary suitable for publication and/or dissemination which describes results, findings and conclusions from the project, including implications for criminal justice operations. (3) A Draft 600 word Abstract. The abstract should serve as a succinct and accurate description of the project. Research goals and objectives, research design, and methods for achieving the goals and objectives should be concisely described. The abstract should include statement of purpose, description of research subjects, methods, results and conclusions.
- The Draft Final Technical Report, Abstract and Summary will, with few exceptions, be submitted to peer review. The recipient shall be responsive to peer reviewers' comments and other issues raised in the review and understand that the review process has implications with respect to publication and dissemination decisions made by NIJ. The recipient shall make appropriate revisions to these documents based on the reviewers' comments and/or any comments from NIJ.
19. The recipient must deliver to NIJ, by the termination of the award period, an electronic copy of the Final Technical Report, Abstract and Summary.
- Final Technical Reports, Abstracts, and Summaries should be in Microsoft Word or Corel WordPerfect format. Graphic files should be provided in Adobe Illustrator, Macro media Freehand, Corel Draw or Delta Graph. Included images should adhere to GIFF, JPEG, PICT, and TIFF format standards, with GIFF and PICT images preferred.
- Final Technical Reports are, in general, made available to the public through the National Criminal Justice Reference Service (NCJRS) and may be electronically posted in the NCJRS virtual library.
20. Recipient acknowledges and agrees that for purposes of performing work under this award, it, and any of its sub-grantees, are bound by all applicable Federal laws and regulations, including the regulations specifically identified in the Standard Assurances Form located at www.ojp.usdoj.gov/forms.htm. Failure to adhere to these laws and regulations may be considered a significant failure to comply with the terms and conditions of this grant award
21. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
22. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
23. The recipient may not obligate, expend, or draw down any award funds until -- (1) the recipient submits information regarding research independence and integrity as requested by NIJ; (2) NIJ accepts the information provided as sufficient; and (3) a Grant Adjustment Notice (GAN) has been issued removing this condition.

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24. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Categorical Exclusions: Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Modifications: Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

25. The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.
26. The award recipient will not be permitted to draw down any funds for any research involving human subjects until (1) it has submitted adequate documentation to demonstrate that it will conduct or perform research involving human subjects in accordance with an approved Federal-wide assurance issued by HHS or a Single Project Assurance issued by OJP/NIJ, and that the research has been determined, by an appropriate IRB (or the Office of the General Counsel/OJP), to be an exempt research activity, or has been reviewed and approved by an appropriate IRB in accordance with the requirements of 28 CFR Part 46, (2) the NIJ Human Subjects Protection Officer has authorized, in writing, removal of this special condition, and (3) a Grant Adjustment Notice (GAN) has been issued removing this special condition.
27. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in compliance with 28 CFR § 22.23 to the National Institute of Justice for approval.
28. The award recipient will not be permitted to draw down any funds for any research or statistical activity or project involving the collection, use, analysis, transfer, or disclosure of information identifiable to a private person until: (1) a Privacy Certificate has been submitted to and approved by the National Institute of Justice (NIJ) in accordance with the requirements of 28 CFR Part 22, (2) removal of this special condition has been authorized in writing by the NIJ Human Subjects Protection Officer, and (3) a Grant Adjustment Notice (GAN) has been issued removing this special condition.
29. Of the total award amount, \$20,000 may not be obligated, expended, or drawn down until the grantee submits the draft final research/technical report required by the special conditions of this award. The draft final report must be accepted by NIJ as meeting usual scientific standards for form and content. Approval will be provided through a Grant Adjustment Notice that will clear this special condition.



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30. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
31. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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Department of Justice
Office of Justice Programs
National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Ronald Wilson, Program Manager

Subject: Categorical Exclusion for Board of Regents, University of Nebraska - Lincoln

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Categorical Exclusions: Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities. Modifications: Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

Attachment 3A
Research Subaward Agreement

Subaward Number:

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: University of Nebraska at Lincoln

Address: 312 N 14th Street

City: Lincoln

State: NE

ZipCode: 68588-0430

Administrative Contact

Name: Jeanne Wicks

Address: Director, Office of Sponsored Programs

University of Nebraska-Lincoln

312 N. 14th Street, Alexander Building-West

City: Lincoln

State: NE

ZipCode: 68588-0430

Telephone: 402-472-1825

Fax: 402-472-9323

Email: jwicks2@unl.edu

Principal Investigator

Name: Ashok Samal

Address: University of Nebraska - Lincoln

361 AVH

City: Lincoln

State: NE

ZipCode: 68588-0115

Telephone: 402-472-2217

Fax:

Email: asamal1@unl.edu

Financial Contact

Name: Gene Hogan

Address: University of Nebraska-Lincoln

312 N. 14th Street, Alexander Building-West

City: Lincoln

State: NE

ZipCode: 68588-0430

Telephone: 402-472-3510

Fax: 402-472-9323

Email: ehogan3@unl.edu

Authorized Official

Name: Christine A. Jackson, Vice Chancellor for Business & Finance

Address: University of Nebraska-Lincoln

301 Administration

P.O. Box 880425

City: Lincoln

State: NE

ZipCode: 68588-0425

Telephone: (402) 472-4455

Fax:

Email:

Attachment 3B
Research Subaward Agreement

Subaward Number:

Subrecipient Contacts

Institution/Organization ("Subrecipient")

Name: City of Lincoln

Address: 555 S. 10th Street

City: Lincoln

State: NE

ZipCode + 4: 68508

EIN No.: 476006256

Institution Type: City/Township Gov't

Reg. in CCR? ☒ Yes ☐ No

Performance Site Same Address as Above?

DUNS No.:

Congressional District:

Congressional District:

☒ Yes ☐ No If No, complete Sect. C of Attachment 4A

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Administrative Contact

Name: Tom Casady

Address: Lincoln Police Department

575 S. 10th Street

City: Lincoln

State: NE

ZipCode: 68508

Telephone: 402-441-7237

Fax:

Email: tcasady@lincoln.ne.gov

Principal Investigator

Name: Tom Casady

Address: Lincoln Police Department

575 S. 10th Street

City: Lincoln

State: NE

ZipCode: 68508

Telephone: 402-441-7237

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Financial Contact

Name: Michele Selvage

Address: Lincoln Police Department

575 S. 10th Street

City: Lincoln

State: NE

ZipCode: 68508

Telephone: 402-441-7216

Fax:

Email: mselvage@lincoln.ne.gov

Authorized Official

Name: Mayor Chris Beutler

Address: 555 South 10th St., Suite 301

City: Lincoln

State: NE

ZipCode: 68508

Telephone: 402-441-7511

Fax: 402-441-7120

Email: mayor@lincoln.ne.gov

<p>Attachment 4 Subaward Agreement</p>
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Reporting Requirements

As specified in the Prime Award and as requested by the University's Principal Investigator.

Attachment 5

Lincoln Police Department Budget and Justification

Category	Year 1	Year 2	Total
Personnel			
IT Support	\$4,200	\$3,150	\$7,350
Operating & Supplies			
GPS USB devices for laptops (\$99 x 16 units)	\$1,584		\$1,584
GPS-enabled cell phones (\$399 x 32 phones)	\$12,768		\$12,768
Accessories (\$100 x 32 phones for chargers, mounting brackets, cases, etc.)	\$3,200		\$3,200
Service/Data Plans (\$129/mo x 12 mo x 30 phones)	\$23,220	\$23,220	\$46,440
Travel			
National Conference (1 4-day conference/yr, 1 person)	\$1,920	\$1,920	\$3,840
Local/Regional Conference (1 4-day conference/yr 1 person)	\$1,344	\$1,344	\$2,688
Conference Registration Fees	\$1,000	\$1,000	\$2,000
<i>Total Costs</i>	<i>\$49,236</i>	<i>\$30,634</i>	<i>\$79,870</i>

Lincoln Chief of Police, *Thomas K. Casady*, will serve as Co-Investigator. Chief Casady will lead all the activities in the project that pertains to the deployment of the mobile devices in the police cars, data collection from the devices, and compilation crime related data. No salary costs are requested for the project.

The Lincoln Police Department (LPD) will serve as a project partner and subgrantee. A selected group of police officers will be recruited for participation in the project for the deployment of the mobile devices in the police cars, data collection from the devices, and compilation crime related data. The participants will be divided into three groups: (a) Control Group (n=15): members use laptops with geospatial devices, (b) Treatment Group 1 (n=15): members use one commercially available cell phone (e.g., iPhone) and (c) Treatment Group 2 (n=15): members use a different brand cell phone in order to assess more than one commercially available device (e.g., Droid).

Personnel costs are requested for an IT support person to install the GPS-enabled devices in the police cruiser laptops, mount the GPS-enabled cell phones on the dashboards of the cruisers, and provide on-going maintenance and technical support for the devices for the duration of the project. Technical support costs are \$4,200 (\$35/hour x 120 hours) in Year 1 and \$3,150 (\$35/hour x 90 hours) in Year 2.

The LPD will provide use of police cruisers equipped with Panasonic Toughbook CF-30 computers 2010 model for the control group at no cost to the project. Funds are requested to purchase 16 GPS USB ports (e.g., Garmin Mobile PC with GPS 20x) in Year 1 at a cost of \$99 x 16 = \$1,584.

The LPD will purchase cell phones in Year 1 for the experimental group. Thirty-two phones, 16 each of two different model/manufacturers (e.g., iPhone, Droid), will be obtained in order to assess whether there are differences between two of the leading GPS-enabled cell phone devices on outcomes. Phone costs are \$399 per phone x 32 devices = \$12,768. Phones will be installed with the software developed for the project along with Google Mobile Maps free software. Accessories for the phones (car chargers, car mounting brackets, protective cases, etc.) are budgeted at \$3,200 (\$100 x 32 devices). While the sample size for the project is 15 participants/devices in each of the three conditions, funds are budgeted for 16 devices for each condition to account for damage or loss that may occur over the course of the project.

Phone service/data plan costs are expected at \$129 per month x 12 months x 30 cell phones for a total of \$46,440. The plan costs anticipate a \$69.99 per month unlimited use service plan, \$30 per month unlimited data plan, plus estimated mandatory taxes and fees imposed by federal, state, and local governments on wireless subscribers (Regulatory Cost Recovery Charge \$1.25, Federal Universal Service Fund, 14.1% State Universal Service Fund 6.95%).

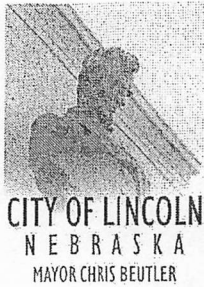
Travel costs are requested Chief Casady to join his academic colleagues and attend one national and one regional research or professional conferences each year to present/disseminate study findings. Cost for two trips per year includes round-trip airfare and ground transportation from Lincoln, NE, at \$600, lodging at \$259/night for 4 nights, and \$71 per diem for 4 days of meals/incidentals totaling \$1,920 per year for the national conference and air and ground transportation at \$500, lodging at \$150/night for 4 nights, and \$61 per diem for 4 days of meals/incidentals totaling \$1,344 per year for the regional conference. Registration fees of \$1,000 per year are calculated at \$500 per conference.

Scope of Work

Lincoln Police Department (LPD) agrees to perform the following:

1. Assist with the recruitment of police officers to participate in the evaluation research to increase police response to crime prevention.
 - a. Participants will be a selected group of police officers from the LPD. The participants will be divided into three groups: (a) Control Group: members use laptops with geospatial devices, (b) Treatment Group 1: members use one commercially available cell phone (iPhone) and (c) Treatment Group 2: members use a different commercial available cell phone in order to assess more than one commercially available device (Droid)
 - b. Chief of Police will hold a meeting during the first month of the start up of the project with selected police officers to describe the aim of the project, scope of work, and tasks associated with the implementation of the project.
2. Purchase and pilot mobile devices with geospatial capabilities.
 - a. Purchase and test up to 32 GPS-enabled cell phones: one experimental group (n =16) will be equipped with iPhone, and the other (n =16) with Droid cell phones.
 - b. Install Google Mobile Maps free software on cell phones
 - c. Mount devices on the dashboard of the cruiser patrol using a car dock.
 - d. Provide use of 29 cruisers equipped with Panasonic Toughbook CF-30 computers 2010 model (control group).
 - e. Purchase up to 16 Garmin Mobile PC with GPS 20x to be connected through an USB port to the laptop computers.
 - f. Provide IT support person to install the GPS-enabled devices in the police cruiser laptops, mount the GPS-enabled cell phones on the dashboards of the cruisers, and provide on-going maintenance and technical support for the devices for the duration of the project.
3. Collect and record data.
 - a. Collect geocoded data and store in database at the Lincoln Police Department to be transferred to the GPS-enabled cell phones.
 - b. The data collected in the field through cell phones will be encrypted when sent to the LPD headquarters to prevent third party intervention of classified information captured by police officers.
 - c. Police officers will keep a daily log where they will indicate any technical difficulty encountered while using the GPS-enabled devices. Logs will be transcribed to a database for further analysis. Data to be collected includes (but is not limited to) number of searches and distance traveled over a certain period of time (i.e., hours, day) per officer in both control and experimental groups.
 - d. Store data in a centralized database on a digital map available through a public web site.
 - e. Provide a written report of technical performance in terms of accuracy, reliability and limitations of the new geospatial implemented system, both for the laptops and cell phones.
4. Participate in the evaluation of the project.

- a. Participate in an online survey to assess the acceptance level of technology that the groups have using laptops and cell phones. Police officers will complete the survey on a monthly basis. Each officer completing the online survey will be provided with a unique password
 - b. Participate in monthly focus groups. Officers will be able to share their experiences and compare their results between members of the control group versus the experimental groups.
 - c. Randomly selected participants of both groups will be interviewed to assess acceptance level of the geospatial devices.
5. Provide quarterly activity and financial reports to the University of Nebraska Public Policy Center
6. Participate in required grant programs and activities as determined by the University of Nebraska Public Policy Center and/or the Project management team for the Nebraska grant.



Lincoln Police Department
Thomas K. Casady, Chief of Police
575 South 10th Street
Lincoln, Nebraska 68508
402.441.7204



lincoln.ne.gov

March 15, 2010

Alan Tomkins, Director
University of Nebraska Public Policy Center
215 Centennial Mall South, Suite 401
Lincoln, NE 68588-0228

Dear Alan:

This letter of commitment documents the collaboration between the Lincoln Police Department and the University of Nebraska Public Policy Center on the project "Evaluation of GPS-enabled cell phones and laptops for applications of law enforcement patrolling activities" under the National Institute of Justice's Geospatial Technology Solicitation, LS#000911.

I am pleased to be a co-Principal Investigator with the team of researchers from the University of Nebraska-Lincoln for this project (Ashok Samal, PI; Juan Paulo Ramirez, co-PI), with the period of the project beginning September 2010 through August 2012.

In the project, we will empirically examine costs, outcomes, and benefits of using laptops and hand-held devices equipped with geospatial technology and GPS to increase crime search and prevention capacity. This project has important policy impacts for the LPD in particular and the criminal justice system in general. Increasing availability of geospatial data will result in considerable system efficiencies and cost savings. The study will increase LPD's capacities in such areas as assigning resources, searching for individuals with criminal histories, and enhancing community policing activities.

I look forward to working with UNL on this important project.

Sincerely,

Thomas K. Casady
Chief of Police