

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Purchase of Livescan Unit

<p>Background:</p> <p>The county has been selected to receive funding from the State of Oregon to replace the fingerprinting equipment at the Courthouse and the Stafford Hansell Government Center. The funding for the livescan units is conditioned on installing the equipment by March 31, 2019. The total amount allowed is \$24,000, and requires a local match of 10 percent. The existing equipment was purchased by the courts through similar funding. Quotes were obtained for the units and the unit that meets the needs of the Sheriff's Office and requirements of the funding is from DataWorks Plus in the amount of \$20,391.85 each. The matter is before the Board to approve the agreement with the State of Oregon for the funding and the purchase of the equipment.</p>	<p>Requested Action:</p> <p>Adopt Order No. BCC2019-009</p>
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ATTACHMENTS: IGA; Proposed Order

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:
Sterrin Holcomb

Needed at Meeting:

Scheduled for meeting on: February 6, 2019

Action taken:

Follow-up:

INTERGOVERNMENTAL FUNDING AGREEMENT

This Agreement is entered into between the State of Oregon acting by and through its Department of State Police, for the benefit of its Criminal Justice Information Services Division, hereinafter referred to as “CJISD” and the Umatilla County Sheriff’s Office, hereinafter referred to as Agency).

RECITALS

- A. By authority granted under ORS 190.110, a state agency or unit of local government of this state may cooperate by agreement or otherwise, with a state agency or unit of local government of this or another state in performing a duty imposed upon it or in exercising a power conferred upon it.
- B. The parties desire to engage in this intergovernmental funding agreement for the mutual benefit of the parties. The CJISD desires to enter into this intergovernmental funding agreement to assist agencies with uninterrupted reporting of their criminal arrest record information electronically to the state repository for immediate identification of persons in custody, posting arrest records to the Oregon computerized criminal history (CCH) file, and submission when applicable to the FBI . Umatilla County Sheriff’s Office requested to receive financial assistance from CJISD to carry out the project set forth in Exhibit A.

TERMS OF FUNDING AGREEMENT

1. PURPOSE; STATEMENT OF WORK.

1.1 Purpose. The purpose of this funding agreement is to establish the terms and conditions for the distribution of 2017 National Criminal History Improvement Program (NCHIP) funds and implementation of the project set forth in Exhibit A, which funds the purchase of Livescan equipment that includes fingerprint, palm print, and arresting photographic capture capability, ancillary equipment and maintenance services. Ownership and maintenance of the equipment provided will transfer upon execution of this Agreement to the Agency.

1.2 Statement of Work. Umatilla County Sheriff’s Office shall perform the following in accordance with the terms and conditions of this Agreement.

- Purchase the agreed upon Livescan hardware, software, ancillary equipment and maintenance services;
- Where non pre-paid costs occur, after the initial installation, assume financial responsibility for all costs associated with the Livescan, including but not limited to; maintenance for the Livescan, maintenance of the ancillary equipment, connectivity, printer, RMS interface, etc.;

Submit to OSP CJISD any and all arrest records including non-mandated misdemeanor charges as allowed by law immediately via Livescan; Transmissions must be conducted using the OSP Livescan specification document for all data transfers, including any data obtained through or reported by a local Records Management System (RMS);

- Maintain interface to the RMS, where applicable, to ensure data table updates are obtained and kept current;
- Assign unique fingerprint control numbers as outlined in the OSP Livescan Specification document;

- Maintain Livescan and ancillary equipment under Contractor warranty;
- Maintain the operational functionality of duplex printer for contingency printing;
- Establish a process for obtaining fingerprints for all cite-and-release arrests and subjects being directed at time of court to submit to fingerprinting;
- Agree to work in coordination with the District Attorney's Office and courts to establish a process that will ensure arrest data is submitted in the most timely and effective manner in order to match final disposition data to the corresponding arrest event;
- Agree to follow all grant special requirements noted in Exhibit A; and
- Provide monthly project updates via email to OSP CJISD for grant project progress reports.

2. TERM / EFFECTIVE DATE.

- 2.1 This Agreement is effective on the date on which all parties have executed the Agreement and all required reviews and approvals are obtained ("Effective Date"). No work can be done under this Agreement until all required reviews and approvals have been obtained. No payment will be made for work performed outside the Effective Date and Termination Date of this Agreement.
- 2.2 This Agreement terminates on March 31, 2019 unless sooner terminated or extended pursuant to other provisions of this Agreement mutually agreed upon by both parties.

3. OBLIGATIONS.

- 3.1 Umatilla County Sheriff's Office agrees to comply with all project details set forth in Exhibit A, the Application for Funds, and the requirements identified.
- 3.2 Umatilla County Sheriff's Office agrees to submit to the CJISD a Request for Reimbursement (Exhibit C) with a copy of Livescan purchase documentation for verification and approval before payment is made by the CJISD. All Requests for Reimbursements must be submitted to the CJISD no later than thirty (30) days following the completion of the agency equipment installation.
- 3.3 Umatilla County Sheriff's Office agrees to be solely financially responsible for all add-on costs for optional equipment requested by agency (JMS/RMS interface, card readers, etc.)
- 3.4 Umatilla County Sheriff's Office agrees to pay for and maintain yearly maintenance agreement upon conclusion of 1st year of maintenance included with initial purchase.

4. CJISD's OBLIGATIONS.

- 4.1 OSP CJISD agrees to reimburse Agency for actual incurred expenditure, excluding match to purchase:
- Fingerprint, palm print, and arrest photo capture equipment ("Livescan"),
 - An equipment maintenance agreement with the manufacturer for twelve (12) months beginning from the date of purchase of the Livescan,
 - A FBI Image Quality Standard (IQS) certified and ANSI/NIST certified printer with duplex printing capability,

- One year maintenance for printer,
- One Uninterruptible Power Supply (UPS),
- Shipping of all equipment provided to,
- Installation of all equipment provided,
- Livescan vendor-provided on-site training for Agency staff, Agency main point of Contact, and Agency Administrators,
- Printer stand,
- Ruggedized cabinet for desktop unit; not required for laptop unit.

4.2 After installation, CJISD will:

- Accept the transmission of fingerprint, palm print, and arrest photo records from Agency,
- Process the fingerprints, palm prints, and arrest photos received from Agency via direct transmit for the purpose of identification and to establish or update Oregon computerized criminal history and offender records.

4.3 CJISD agrees to provide direction and support, on an “as needed” basis when reasonable, to Umatilla County Sheriff’s Office for the purposes of device coordination and connectivity.

4.4 CJISD agrees to reimburse the Umatilla County Sheriff’s Office, the cost of the Livescan **minus the required ten percent agency match calculated by Exhibit C**, for a maximum reimbursement of \$24,000 per device (not to exceed 2 devices), for accomplishment of the aforementioned Umatilla County Sheriff’s Office obligations as stated in Section 3. Any funds disbursed to Agency under this agreement that is expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) must be returned to CJISD. Agency shall return all Misexpended Funds to CJISD promptly, but no later than 15 days after CJISD’s written demand.”

5. NOTIFICATIONS.

5.1 CJISD CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Michelle Vold
 Oregon State Police, CJIS Division
 Operations & Policy Analyst 2
 3565 Trelstad Ave SE
 Salem, OR 97317
 Phone: 503-934-2394
 Email: michelle.vold2@state.or.us

5.2 UMATILLA COUNTY SHERIFF’S OFFICE CONTACT.

Notifications required for the administration of this Agreement shall be sent to:

Lt. Sterrin Holcomb
 Umatilla County Sheriff’s Office
 4700 NE Pioneer Place
 Pendleton, OR 97801
 Phone: 541-966-3681
 Email: Sterrin.holcomb@umatillacounty.net

6. TERMINATION.

- 6.1 This Agreement may be terminated at any time by mutual written consent of both parties.
- 6.2 CJISD may terminate this Agreement effective upon delivery of written notice to Umatilla County Sheriff's Office, or at such later date as may be established by CJISD, under any condition including, but not limited to the following:
- 6.2.1 If Umatilla County Sheriff's Office fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from CJISD, fails to correct such failures within five (5) days, or such longer period as CJISD may authorize.
- 6.2.3 If CJISD fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow CJISD, in the exercise of its reasonable administrative discretion, to continue to make the payments provided for in this Agreement.
- 6.2.4 If federal or state laws, regulations, or guidelines are modified, or interpreted in such a way that the work under this Agreement is prohibited, or if CJISD is prohibited from paying for such work from the planned funding source.
- 6.2.5 If Umatilla County Sheriff's Office fails to provide its share of the cost of the project.
- 6.3 Termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

7. NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon CJISD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow CJISD, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Umatilla County Sheriff's Office is not entitled to receive payment under this Agreement from any part of Oregon state government other than CJISD. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. CJISD certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within CJISD's current appropriation or limitation of the current biennial budget.

8. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between CJISD (and any other agency or department of the State of Oregon) and Umatilla County Sheriff's Office that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or

otherwise, from any Claim or from the jurisdiction of any court. UMATILLA COUNTY SHERIFF'S OFFICE, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9. COMPLIANCE WITH GOVERNMENT REGULATIONS.

- 9.1 Umatilla County Sheriff's Office agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230, and 279B.270, which are hereby incorporated by reference. Without limiting the generality of the foregoing, Umatilla County Sheriff's Office expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. CONTRIBUTION.

- 10.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.
- 10.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE STATE IS JOINTLY LIABLE WITH THE UMATILLA COUNTY SHERIFF'S OFFICE (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE STATE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE UMATILLA COUNTY SHERIFF'S OFFICE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE UMATILLA COUNTY SHERIFF'S OFFICE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE STATE ON THE ONE HAND AND OF THE UMATILLA COUNTY SHERIFF'S OFFICE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE STATE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF THE STATE HAD SOLE LIABILITY IN THE PROCEEDING.
- 10.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE UMATILLA COUNTY SHERIFF'S OFFICE IS JOINTLY LIABLE WITH THE STATE (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE

UMATILLA COUNTY SHERIFF'S OFFICE SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE STATE IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE UMATILLA COUNTY SHERIFF'S OFFICE ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE UMATILLA COUNTY SHERIFF'S OFFICE ON THE ONE HAND AND OF THE STATE ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE UMATILLA COUNTY SHERIFF'S OFFICE'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

- 10.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 11, UMATILLA COUNTY SHERIFF'S OFFICE, AS THE RECIPIENT OF FUNDS, PURSUANT TO THIS AGREEMENT WITH THE STATE OF OREGON, SHALL ASSUME SOLE LIABILITY FOR UMATILLA COUNTY SHERIFF'S OFFICE'S BREACH OF THE CONDITIONS OF THE AGREEMENT, AND SHALL, UPON UMATILLA COUNTY SHERIFF'S OFFICE'S BREACH OF AGREEMENT CONDITIONS THAT CAUSES OR REQUIRES THE STATE OF OREGON TO RETURN FUNDS TO THE ISSUER, HOLD HARMLESS AND INDEMNIFY THE STATE OF OREGON FOR AN AMOUNT EQUAL TO THE FUNDS WHICH THE STATE OF OREGON IS REQUIRED TO PAY ISSUER.

11. REMEDIES.

In the event that Umatilla County Sheriff's Office violates any term or condition under this Agreement, CJISD shall have all remedies available to it under law, in equity, and under this Agreement.

12. THIRD PARTY BENEFICIARY.

CJISD and Umatilla County Sheriff's Office are the only parties to this Agreement and are the only parties entitled to enforce the terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13. FORCE MAJEURE.

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war, which are beyond the parties' reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of the obligations under this Agreement.

14. ENTIRE AGREEMENT/WAIVER/MERGER.

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by both parties and all

necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of CJISD to enforce any provision of this Agreement shall not constitute a waiver by CJISD of that or any other provision.

15. AMENDMENTS.

This Agreement may be amended by mutual agreement of both parties, but only to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained.

16. RECORDS MAINTENANCE; ACCESS.

CJISD shall retain, maintain, and keep accessible all records relevant to the Agreement for minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. Financial records shall also be kept in accordance with generally accepted accounting principles. During the record retention period established in this section, the Umatilla County Sheriff's Office shall permit the State, its duly authorized representatives, and the federal government access to the records at a reasonable time and place for the purposes of examination and copying.

17. SEVERABILITY.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

18. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO SIGN AND BIND THEIR AGENCY, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

UMATILLA COUNTY SHERIFF'S OFFICE <hr/> Name William J. Elfering Title Chair, Board of Commissioners	DATE: _____
OREGON CRIMINAL JUSTICE INFORMATION SERVICES DIVISION: <hr/> Tom. W. Worthy, Major, CSO, Oregon State Police	DATE: _____

EXHIBIT A

PROJECT GUIDELINES

Essential Plan Elements

The goal of this 2017 NCHIP project is two-fold. First, to support the local agency obligation of fingerprint, palm print and arrest photo submissions to the state repository through assistance in obtaining equipment in order to sustain their operations. And secondly, ensure Oregon repository data exchange programs with state and federal partners are continued as well as enhanced through additional criminal palm and arrest photo submissions, which in turn will benefit public safety statewide and nationally.

The following elements are essential for the successful completion of the 2017 NCHIP Livescan project. OSP and Agency must comply with all applicable grant award document requirements and special conditions as listed within the Cooperative Agreement located in Exhibit B.

Umatilla County Sheriff's Office must:

1. Enter into an Intergovernmental Agreement (IGA) with CJISD
2. Must commit to provide electronic biometric submissions only and include palm print and mug photos with fingerprint submissions using the FBI's best practices for capture of both image types.
3. Obtain finalized quote for equipment and services from vendor and submit to OSP Livescan Coordinator for review.
4. Procure the Livescan device following Umatilla County Sheriff's Office applicable purchasing process.
5. Maintain monthly communication with CJISD Contact for procurement progress, installation, training, and testing time lines, and to ensure a smooth implementation.
6. Assume all applicable ongoing device and maintenance costs for equipment beyond the initial 1-year warranty period beginning from date of purchase.
7. Provide CJISD with requested Livescan device tracking information including: serial numbers, asset/agency tracking number, purchase price, acquisition date, assigned to (section/unit/division), disposition date, and disposition location per federal requirements. Inventory updates must be completed and sent to CJISD, OSP annually for the six (6) years records are retained or once equipment is disposed of, whichever is longer.
8. Ensure standard software validation tables in the Livescan software are programmed to automatically update from the OSP FTP site.

9. Track criminal submission statistics for monthly email submission to CJISD at the contact information noted in the attached IGA.
10. Ensure that all device hardware and software equipment requirements are met as follows: (all equipment must be on the FBI's certified products list).
 - a. If obtaining a desktop unit, the following requirements must be satisfied:
 - i. MS Operating system of Windows 10 or better.
 - ii. I5 processor or higher.
 - iii. 4GB RAM.
 - iv. 10/100/1000 network interface card.
 - v. Keyboard with human interface device (mouse, touchpad, etc.).
 - vi. 20" or larger 1280X1024 resolution color monitor (energy star compliant).
 - vii. Ruggedized metal cabinet with electrically adjustable scanner platen height.
 - viii. Scanner must be capable of capturing rolled finger impressions, 4-finger slap impressions, plain thumb impressions and palm impressions. - Must be 500ppi or 1000ppi with transcoding to 500ppi for transmission.
 - ix. Agency must obtain and maintain palm print and photo capture equipment to include 3-point lighting.
 - x. Agency must have NGI certified 3-tray printer with duplex printing capabilities.
 - xi. Agency must ensure the Umatilla County Sheriff's Office vendor is compliant with the most current versions of the Oregon Livescan Specifications, the FBI EBTS, WIN EBTS, and ANSI-NIST requirements.
 - xii. Coordination of install to include onsite vendor training at a time that the OSP Livescan Coordinator can be present when applicable.
 - b. If obtaining a laptop unit, the following requirements must be satisfied:
 - i. MS Operating system of Windows 10 or better.
 - ii. I5 processor or higher.
 - iii. 4GB RAM.
 - iv. 10/100/1000 network interface card.
 - v. Keyboard with human interface device (mouse, touchpad, etc.).

- vi. 20" or larger 1280X1024 resolution color monitor (energy star compliant).
- vii. Scanner must be capable of capturing rolled finger impressions, 4-finger slap impressions, plain thumb impressions and palm impressions. - Must be 500ppi or 1000ppi with transcoding to 500ppi for transmission.
- viii. Agency must obtain and maintain palm print and photo capture equipment to include 3-point lighting.
- ix. Agency must have NGI certified 3-tray printer with duplex printing capabilities.
- x. Agency must ensure the Umatilla County Sheriff's Office vendor is compliant with the most current versions of the Oregon Livescan Specifications, the FBI EBTS, WIN EBTS, and ANSI-NIST requirements.
- xi. Livescan must be certified as meeting the FBI's automated fingerprint identification system image quality specifications.
- xii. WSQ or other certified compression algorithm Module included.
- xiii. Fingerprint quality check and duplicate finger and sequence check.
- xiv. SMTP NIST interface, configurable data descriptor entry, multiple transaction profile configuration.
- xv. Coordination of install to include onsite vendor training at a time that the OSP Livescan Coordinator can be present

11. REPLACEMENT AND DISPOSITION OF EQUIPMENT

When an item of property is no longer efficient or serviceable but continues to be needed in the program or project for which it was acquired, or other programs permitted under [2 C.F.R. § 200.313](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=870db2718d81511f58f280c0fdc0957d&n=pt2.1.200&r=PART&ty=HTML%20-%20se2.1.200_1313) (https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=870db2718d81511f58f280c0fdc0957d&n=pt2.1.200&r=PART&ty=HTML%20-%20se2.1.200_1313), please review the DOJ Grants Financial Guide, December 2017 (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) and/or contact the OSP Livescan Coordinator for further information as there are specific criterion related to Grant recipient and/or sub-recipient material replacement or disposition of equipment.

EXHIBIT B

FEDERAL REQUIREMENTS

All recipients of Nation Criminal History Improvement Program (NCHIP) grant funding must adhere to the following Federal requirements. For additional questions or further clarification on these requirements, please contact CJISD.

1. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

All subrecipients ("subgrantee") must certify that they have not been suspended or debarred, in which case the subrecipient (subgrantee) would not be eligible to receive federal grant funds.

2. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

3. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above;

and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

4. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

5. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.

7. The recipient shall submit information to CJISD for the semiannual progress reports submitted to the Office of Justice Programs. Progress report information shall be submitted to CJISD within 15 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award.

8. The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the OJPOCFO-approved budget for this award is part of the "project cost" for purposes of the Part 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as "match" or through "cost sharing."

THE BOARD OF COMMISSIONERS OF UMATILLA COUNTY

STATE OF OREGON

In the Matter of Authorizing)
Contract for Purchase of) Order No. BCC2019-009
Fingerprint Equipment from)
DataWorks Plus

WHEREAS the State of Oregon received a distribution of 2017 National Criminal History Improvement program funds to support local agency obligation of fingerprint, palm print and arrest photo submissions to the state repository;

WHEREAS Umatilla County has been selected by the State of Oregon to be eligible to receive funding for the purchase of two livescan systems to replace the current systems at the Umatilla County Courthouse and the Stafford Hansell Government Center, for a total not to exceed \$24,000, provided the equipment is installed by March 31, 2019;

WHEREAS quotes for the equipment have been obtained from DataWorks Plus for a palm print fingerprint scanner system, which includes LiveScan Plus software and Crossmatch LScan 500P, and meets the needs of the county and the State of Oregon requirements, for an amount of \$20,391.85;

WHEREAS under Umatilla County Code of Ordinances Section 36.06, alternatives to procurement by competitive bids are the purchase of goods or services, where there is only one seller or product of the quality available, includes software and personal services contracts, and emergencies.

NOW THEREFORE, the Board of Commissioners orders that:

1. Due to the requirements for the machine, software, single source of goods and services, and time constraints, the purchase is exempt from the competitive bidding process under the Umatilla County Code of Ordinances.

2. Umatilla County is authorized to purchase the livescan fingerprint software and equipment from DataWorks Plus in the amount of \$20,391.85 each, and to execute any necessary contracts for the purchases, including Intergovernmental Funding Agreement with the State of Oregon.

June 12, 2018

Roy Blaine
Pendleton Court - OJD 6th Judicial District
216 SE 4th St
Pendleton, OR 97801

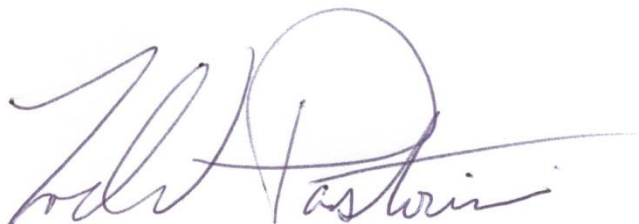
RE: LiveScan Plus™ for with Oregon submission

Dear Roy,

I would like to thank you for your interest in the DataWorks Plus family of imaging products for law enforcement and correctional agencies. We are pleased to provide your agency with the following quotation for a Criminal Palm Print & Ten Print LiveScan Plus™ system.

If you have any questions regarding this quote, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, reading "Todd Pastorini". The signature is fluid and cursive, with a large loop for the letter 'P'.

Todd Pastorini
Executive Vice-President & General Manager
925-240-9010
925-240-9011 FAX

LiveScan Plus™

Criminal 500 DPI Palm System

LiveScan Plus™ using CrossMatch 500P Palm Scanner:

- **Dell Precision 15 3520 Laptop**
- Intel Core i5-7300HQ (Quad Core 2.50GHz, 3.50GHz Turbo, 6MB 35W, w/Intel HD Graphics 630)
- 8 GB, DDR4-2400MHz SDRAM, 1 DIMM, Non-ECC
- Nvidia Quadro M620 w/2GB GDDR5 dedicated memory
- 500GB 7200rpm Hard Drive
- Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter
- Microsoft® Windows 10 Pro 64 Bit
- Dell Mouse
- No Optical Drive Included
- 15.6" HD (1366 x 768) WLED Backlight with MIC & Camera
- Bluetooth 4.1
- 4 Cell (68 Whr) Long Life Cycle Lithium Polymer battery
- 130W A/C Adapter
- Microsoft SQL Server 2014 Express
- **LiveScan Plus™ Client Edition**
- **LiveScan Plus™ 500 DPI Fingerprint Scanner With Palm Print Capture**
- **Digital PhotoManager™ & Camera Subsystem**
 - DataWorks Plus 12.0 Megapixel Digital Camera with Lens & autofocus (Manual Zoom)
 - A/C Kit for Camera
 - Pan & Tilt
 - Canon Controller Software Kit, Face Find Controller, and Quality Assurance
 - Camera Box, LED Lights & Mounting Brackets*
- **30 Minute UPS**
- **Installation & Training**
- **Lexmark MS810dtn printer (FBI Certified Duplex Networked Card Printer with Three paper trays) + Accuprint**
- **One Year Warranty**

*Customer to install

Hardware Price per unit	\$11,091.85
Software Price per unit	\$2,000.00
Printer	\$1,800.00
Digital PhotoManager™ System & Lights	\$3,500.00
Installation & Training	\$2,000.00
System Total	\$20,391.85



Other Pricing	
Description	Cost
Upgrade to 24 Inch Touch Screen Monitor	\$700.00
B.TXT, XML, or NIST interface for RMS/JMS (only required once for each unique interface)	\$1,500.00
DataWorks Plus Ruggedized Cabinet	\$3,000.00
DataWorks Plus Ruggedized Electric Height Adjust Cabinet	\$4,300.00
Topaz Signature Capture Device	\$500.00
Magtek Magstripe Reader & OR Driver's License Import Interface	\$850.00

Quoted pricing includes the following services:

- ☛ Shipping, Integration, and Installation.
- ☛ Delivery approximately 30-90 days after receipt of order.
- ☛ Twelve-month Premium Plus warranty, commencing at delivery
- ☛ Administrative, Trainer, & User Training.

Additional engineering effort by DataWorks Plus beyond the scope of the standard product will be charged at our standard rate of \$220 per hour, plus any related travel or administrative expenses. If a customer is providing their own PC (laptop, tower or desktop) for the use with a livescan, they will be required to send one example of each machine to Greenville for hardware testing and validation.

Upon expiration of warranty for the above equipment, Standard Maintenance for the first year will be available at 12% of the system list price, and is renewable annually thereafter at then current pricing. Standard maintenance support includes 8 x 5 Monday through Friday with next day onsite support and includes repair or replacement of failed parts and software maintenance. Premium Plus Maintenance will be offered for 14% of the system list price for upgraded 24 x 7 coverage.

DataWorks Plus believes in ensuring that your data is secure. As such, all DataWorks Plus employees must pass an FBI background check as part of our hiring process. DataWorks Plus understands that agencies have their own background processes and will comply with standard vendor background checks for employees either participating in the install or on-going maintenance. Standard vendor background checks include fingerprints, employment history, local, state and/or FBI checks. Extensive background processes beyond what is considered a standard check will be at the sole financial responsibility of the agency and should be coordinated with DataWorks Plus for scheduling and billing.

DataWorks Plus appreciates the opportunity to present this proposal, which will be valid for 90 days, after which availability and prices are subject to change. To confirm your requisition, please submit your purchase order within this time frame. Prices are exclusive of any and all state, or local taxes, or other fees or levies. This quote is subject to the following conditions:

1. 50% payment due with Purchase Order
2. 50% payment due at installation.
3. Payment net thirty (30) days from receipt of invoice.
4. Warranty begins at delivery.

June 12, 2018

Roy Blaine
Umatilla County Circuit Court - Hermiston
915 SE Columbia Dr
Hermiston, OR 97838

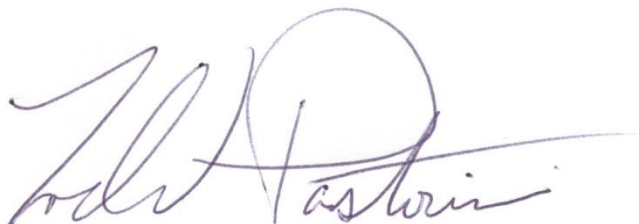
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