



# CLACKAMAS COUNTY SHERIFF

**Sheriff Angela Brandenburg**

Jesse Ashby, Undersheriff

Michael Copenhaver, Undersheriff

Jenna Morrison, Undersheriff

December 12, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Revenue Agreement with the Oregon State Police for the purchase of Livescan biometric data machines. Agreement Value is \$50,000. Funding is through the Oregon State Police. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues 12/10		
<b>Performance Clackamas</b>	Ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Nancy Artmann	<b>Contact Phone</b>	503-785-5012

**EXECUTIVE SUMMARY:** 2023 National Criminal History Improvement Program (NCHIP) Grant / Agency Livescan New and Replacement Project to support the local agency obligation of fingerprint, palm print and arrest photo submissions to the state repository through assistance in obtaining equipment 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.

**RECOMMENDATION:** Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

For Filing Use Only

*A Tradition of Service Since 1845*

**Office:** 9101 SE Sunnybook Boulevard, Clackamas, Oregon 97015

**Mailing:** 2223 Kaen Road, Oregon City, Oregon 97045

**Phone:** 503-785-5000 **Fax:** 503-785-5190 **www.ClackCoSheriff.us**

# SUBRECIPIENT AWARD AGREEMENT

## BETWEEN

Oregon State Police  
CJIS Division

## AND

Clackamas County Sheriff's Office

THIS AGREEMENT entered this 26th day of November, 2024 by and between the Oregon State Police CJIS Division and Clackamas County.

Clackamas County has applied for and will receive funds from the 2023 National Criminal History Improvement Program (NCHIP) Grant / Agency Livescan New and Replacement Project.

Federal Tax ID number: 93-6002286

**Federal Award Project Description:** 2023 National Criminal History Improvement Program (NCHIP) Grant / Agency Livescan New and Replacement Project to support the local agency obligation of fingerprint, palm print and arrest photo submissions to the state repository through assistance in obtaining equipment 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 Oregon 2023 NCHIP project is to replace/provide new livescans for local Oregon Police Departments and Sheriff Offices. Livescan technology continues to be one of the most significant tools available today for efficient, effective, and timely criminal justice record keeping. 2023 NCHIP grant Subrecipient must purchase a livescan that includes palmprint and photo capture to include 3-point lighting. A printer is also being required as an emergency backup should there be a temporary disruption at the local or state level or with the statewide network where it would be necessary to print a hard copy for mailing or faxing to request an immediate identification of the subject in custody.

**Name of the Federal Awarding Agency:** Bureau of Justice Statistics Pass-through entity, Oregon Department of State Police

**Contact information for the awarding official of the pass-through agency:** Todd Razor, ABIS/Regulatory Units Manager, Oregon State Police, CJIS Division, 3565 Trelstad Ave.SE, Salem, OR 97317, (971) 374-3961, [Todd.Razor@osp.oregon.gov](mailto:Todd.Razor@osp.oregon.gov)

**Contact information for the subrecipient agency:** \_\_\_\_\_

**Federal Award Identification Number (FAIN):** 15PBJS-23-GK-01448-NCHI

**Federal Award Date:** October 1, 2023

**Subaward Period of Performance Start and End Date:** October 1, 2023 – July 31, 2025

**Subaward Budget Period Start and End Date:** October 1, 2023 – September 30, 2025

**Amount of Federal Funds Obligated in this agreement:** Up to \$25,000 per Livescan machine.

**Number of Livescan machines asked for by \_\_\_\_\_:** 2

**Total Amount of Federal Funds Obligated to the Subrecipient including the current financial obligation:** Up to \$25,000 per Livescan machine.

**Total amount of the Federal Award committed to the subrecipient:** Up to \$25,000 per Livescan machine.

**For purposes of this Agreement:**

“ABIS” means Automated Biometric Information System.

“ANSI-NIST means the American National Standards Institute & National Institute of Standards and Technology.

“EBTS” means Electronic Biometric Transmission Specification.

“FBI” means the Federal Bureau of Investigation.

“IQS” means Image Quality Standard.

“JMS” means Jail Management System.

“NGI” means Next Generation Identification.

“RMS” means Records Management System.

“SMTP” means Simple Mail Transfer Protocol.

“WIN” means the Western Information Network.

“WSQ” means Wavelet Scalar Quantization.

**CJIS Division’s Obligations:**

A. CJIS Division agrees to reimburse Agency for actual incurred expenditure to purchase:

1. Fingerprint, palm print, and arrest photo capture equipment,

2. An equipment maintenance agreement with the manufacturer for 12 months beginning from the date of purchase of the Livescan,
3. One FBI IQS certified and ANSI/NIST certified printer with duplex printing capability,
4. One year maintenance for printer,
5. One Uninterruptible Power Supply (UPS),
6. Shipping of all equipment provided,
7. Installation of all equipment provided,
8. Livescan vendor-provided on-site training for Agency staff, Agency main point of Contact, and Agency Administrators,
9. One printer stand, and
10. One ruggedized cabinet for desktop unit (not required for laptop unit).

Except as provided in this section, CJIS Division shall not be responsible for, nor will CJIS Division reimburse for, other expenses incurred by Agency in complying with this Agreement.

B. After installation, CJIS Division will:

1. Accept the transmission of fingerprint, palm print, and arrest photo records from Agency; and
2. 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.

C. CJIS Division will provide direction and support, on an “as needed” basis when reasonable, to Agency for the purposes of device coordination and connectivity.

D. CJIS Division will reimburse the Agency the cost of the Livescan for a maximum reimbursement of \$25,000, for accomplishment of the Agency obligations as stated below.

**Agency’s Obligations:**

A. Administrative Requirements.

Agency shall:

1. Comply with all project details set forth in this agreement, the Application for Funds, and the requirements identified.
2. Use Agency allocated funds to purchase Livescan unit with palm capture and mug shot photo capture, cabinet, duplex printer, and 12-month maintenance warranty agreement; submit to the CJIS Division a Request for Reimbursement, with a copy of Livescan purchase documentation for verification and approval before payment is made by the CJIS Division. All Requests for Reimbursements must be submitted

to the CJIS Division no later than thirty (30) days following the completion of the Agency equipment installation.

3. Pay all add-on costs for optional equipment requested by Agency (JMS/RMS interface, card readers, etc.).
4. Pay for and maintain yearly maintenance agreement upon conclusion of first year of maintenance included with initial purchase.
5. Return to CJIS Division all funds disbursed to Agency under this agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”). Any such Misexpended Funds shall be returned to CJIS Division promptly, but no later than 15 days after CJIS Division’s written demand.
6. Provide monthly project updates via email to OSP CJIS Division for grant project progress reports (status of Livescan equipment purchase and statistics related to transmission of fingerprint, palm print, and arrest photo records from Agency to CJIS Division).
7. Pay and assume financial liability for all non pre-paid costs that occur after the initial installation of Livescan equipment, including but not limited to maintenance for the Livescan, maintenance of the ancillary equipment, connectivity, printer, or the RMS interface.
8. Submit to CJIS Division any and all arrest records including non-mandated misdemeanor charges as allowed by law immediately via Livescan using the OSP Livescan Specification document for all data transfers, including any data obtained through or reported by a local RMS.
9. Maintain interface to the RMS, where applicable, to ensure data table updates are obtained and kept current.
10. Assign unique fingerprint control numbers as outlined in the OSP Livescan Specification document.
11. Establish a process for obtaining fingerprints for all cite-and-release arrests and subjects being directed at time of court to submit to fingerprinting.
12. Work in coordination with District Attorney’s Offices 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.
13. Maintain monthly communication with CJIS Division Contact(s) for procurement progress, installation, training, and testing timelines, and to ensure a smooth implementation.
14. Abide by all grant special requirements provided in this Agreement and the federal grant agreement.

B. Technical Requirements.

1. Obtain finalized quote for equipment and services from vendor and submit to CJIS Division Contact for review.
2. Once reviewed and approved by the CJIS Division, procure the Livescan device following Agency's applicable purchasing process; purchase should include fingerprint, palm print, and arrest photo capture equipment ("Livescan") as well as the hardware, software, ancillary equipment, and maintenance services.
3. Maintain Livescan and ancillary equipment under contractor warranty during first 12-months after purchase; cover all applicable ongoing device and maintenance costs for equipment beyond the initial 12-month warranty period beginning from date of purchase.
4. Maintain the operational functionality of duplex printer for contingency printing.
5. 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.
6. Provide CJIS Division 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 CJIS Division, OSP annually for the six (6) years records are retained or once equipment is disposed of whichever is longer.
7. Ensure standard software validation tables in the Livescan software are programmed to automatically update from the OSP FTP site.
8. Track criminal submission statistics for monthly email submission to CJIS Division.
9. Meet all Livescan device hardware and software equipment requirements described in this Agreement.
10. If obtaining a desktop unit, Agency must satisfy the technical and implementation requirements described in this section for Livescan equipment and software.
  - 10.1. The equipment and software must be on the FBI's certified products list and include:
    - 10.1.1. MS Operating system of Windows 10 or better.
    - 10.1.2. I5 processor or higher.
    - 10.1.3. 4GB RAM.
    - 10.1.4. 10/100/1000 network interface card.
    - 10.1.5. Keyboard with human interface device (mouse, touchpad, etc.).
    - 10.1.6. 20" or larger 1280X1024 resolution color monitor (energy star compliant).

- 10.1.7. Ruggedized metal cabinet with electrically adjustable scanner platen height.
- 10.1.8. A scanner 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.
- 10.1.9. Agency must obtain and maintain palm print and photo capture equipment to include 3-point lighting.
- 10.1.10. Agency must have FBI NGI certified 3-tray printer with duplex printing capabilities. A required printer resolution is 500ppi.
- 10.2. In implementing and operating its desktop Livescan equipment, Agency shall:
  - 10.2.1. Ensure that Agency's vendors comply with the most current versions of the Oregon Livescan Specifications provided to Agency by CJIS Division, as well as the FBI EBTS, WIN EBTS, and ANSI-NIST requirements.
  - 10.2.2. Ensure that installation of the Livescan equipment, software and Secure Socket Layer Network connection includes onsite vendor training.
  - 10.2.3. Submit records for testing to CJIS Division to verify submission, fingerprint quality and configuration. CJIS Division must approve testing prior to use.
- 11. If obtaining a laptop unit, Agency must satisfy the technical and implementation requirements described in this section.
  - 11.1. The equipment and software must be on the FBI's certified products list and include:
    - 11.1.1. MS Operating system of Windows 10 or better.
    - 11.1.2. I5 processor or higher.
    - 11.1.3. 4GB RAM.
    - 11.1.4. 10/100/1000 network interface card.
    - 11.1.5. Keyboard with human interface device (mouse, touchpad, etc.).
    - 11.1.6. 20" or larger 1280X1024 resolution color monitor (energy star compliant).
    - 11.1.7. A scanner 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.
    - 11.1.8. Agency shall obtain and maintain palm print and photo capture equipment to include 3-point lighting.
    - 11.1.9. Agency shall have FBI NGI certified 3-tray printer with duplex printing capabilities.

A required printer resolution is 500ppi.

- 11.2. In implementing and operating its laptop Livescan equipment, Agency shall:
  - 11.2.1. Ensure that all Agency vendors comply with the most current versions of the Oregon Livescan Specifications provided to Agency by CJIS Division, as well as the FBI EBTS, WIN EBTS, and ANSI-NIST requirements.
  - 11.2.2. Livescan is certified to meet the FBI's automated fingerprint identification system image quality specifications.
  - 11.2.3. A WSQ or other certified compression algorithm Module included.
  - 11.2.4. Fingerprint quality check and duplicate finger and sequence check.
  - 11.2.5. SMTP NIST interface, configurable data descriptor entry, multiple transaction profile configuration.
  - 11.2.6. Ensure that installation of all Livescan equipment, software and Secure Socket Layer Network connection includes onsite vendor training.
  - 11.2.7. Submit records for testing to CJIS Division to verify submission, fingerprint quality and configuration. CJIS Division must approve testing prior to use.

## 12. REPLACEMENT AND DISPOSITION OF EQUIPMENT

- 12.1 Agency shall ensure that all equipment purchased under this Agreement remains efficient and serviceable. 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](#), Agency must review the DOJ Grants Financial Guide, March 2023 ([https://www.justice.gov/d9/2024-02/doj-financial-guide-2023\\_ovw.pdf](https://www.justice.gov/d9/2024-02/doj-financial-guide-2023_ovw.pdf)) and contact the CJIS Division Contact for further information as there are specific criterion related to Grant recipient and sub-recipient material replacement or disposition of equipment.
- 12.2 Retain 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 CJIS Division, OSP annually for the six (6) years records are retained or once equipment is disposed of whichever is longer.
- 12.3 Agency shall be responsible for disposal of all equipment purchased under this Agreement once the equipment exceeds its device life expectancy.



Oregon State Police  
CJIS Division

Clackamas County

---

---

## EXHIBIT B

### FEDERAL REQUIREMENTS

All recipients of National 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 CJIS Division.

1. All subawards ("subgrants") must receive specific federal authorization before they may take legal effect.

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. Recipient agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.

3. 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.

4. 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.

5. 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.

6. Requirement to report actual or imminent breach of personally identifiable information (PII). The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

7. 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.

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

9. 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."

**EXHIBIT C**

## REQUEST FOR REIMBURSEMENT (RFR)

### 2023 NCHIP Livescan Replacement Project

<b>Agency:</b> _____	<b>Report Period:</b> _____
<b>Address:</b> _____	
_____	
<b>Contact Person:</b> _____	
<b>Phone Number:</b> _____	
<b>E-mail:</b> _____	

Budget Category	A) Livescan Purchase Amount*		
Livescan Unit			
<b>Total Grant Funds Requested</b>		<b>\$0</b>	

<b>Prepared by:</b> _____ <b>Title:</b> _____ <b>Signature of Program Contact:</b> _____ <b>Date:</b> _____	
--	--

**Email to:**  
[Todd.Razor@osp.oregon.gov](mailto:Todd.Razor@osp.oregon.gov)  
**Mail to:**  
**Oregon State Police,**  
**CJIS Division**  
**Attn: Todd Razor**  
**3565 Trelstad Ave. SE**  
**Salem, OR 97317**

\*All expenditures must have adequate supporting documentation