

**OREGON STATE POLICE
CRIMINAL JUSTICE SERVICES DIVISION
EMERGENCY FUND**

AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	Special Investigations Unit (SIU)	AWARD NO:	EB-06-511
AWARDEE:	Multnomah County Sheriff's Office	FY 2007 AWARD:	\$37,035
ADDRESS:	12240 NE Glisan Portland, Oregon 97230	AWARD PERIOD:	7/1/07 thru 6/30/08
PROGRAM CONTACT:	Cpt. Monte Reiser monte.reiser@mcso.us	TELEPHONE:	(503) 251-2515
		FAX:	(503) 251-2442
FISCAL CONTACT:	Sharon Lowell sharon.lowell@mcso.us	TELEPHONE:	(503) 988-4433

BUDGET

REVENUE

Emergency Funds \$37,035

TOTAL REVENUE: \$37,035

EXPENDITURES

Personnel \$17,035
Confidential Funds \$20,000

TOTAL EXPENDITURES: \$37,035

This document along with the terms and conditions and award application attached hereto and any other document referenced, constitutes an agreement between the Criminal Justice Services Division (CJSD) of the Oregon State Police and the Awardee. No waiver, consent, modification or change of terms of this Agreement shall be binding unless agreed to in writing and signed by both the Awardee and CJSD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Awardee, by signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this Agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future awards, and/or damages to CJSD.

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Awardee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Awardee receives prior written approval by CJSD to modify the program or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Awardee to operate the program in accordance with the written agreed upon objectives contained in the award application and budget will be grounds for immediate suspension and/or termination of the award Agreement.
- B. Maintenance, Retention and Access to Records.
1. Maintenance and Retention of Records. The Awardee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the pertinent Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this award or agreements under this award shall be retained by the Awardee for a minimum of five years for purposes of State of Oregon audit.
 2. Access to Records. CJSD or Oregon Secretary of State shall have the right of access to any pertinent books, documents, papers, or other records of Awardee and any contractors or subcontractors of Awardee, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- C. Funding.
1. Matching Funds. **This Award does not require matching funds.**
- D. Reports. **Failure of the Awardee to submit the required program or financial reports, or to resolve program or financial issues may result in the suspension of award payments and/or termination of the award Agreement.**
1. Progress Reports. The Awardee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives. The narrative progress reports should address specific information regarding the activities carried out during the reporting period. Progress reports are due **October 31, 2007, January 31, 2008, April 30, 2008, and July 31, 2008.** **Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the award.** Awardee must receive prior written approval from CJSD to extend a progress report requirement past its due date.
 2. Financial Reimbursement Reports.
 - a. In order to receive reimbursement, the Awardee agrees to submit the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all award expenditures.** RFRs must be received no later than **October 31, 2007, January 31, 2008, April 30, 2008, and July 31, 2008.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the award.** Awardee must receive prior written approval from CJSD to extend an RFR requirement past its due date.
 - b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

- c. When requesting reimbursement for equipment costing over \$5,000, the Awardee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.
- d. Reimbursements will only be made for actual expenses incurred during the award period. The Awardee agrees that no award funds may be used for expenses incurred before **July 1, 2007 or after June 30, 2008**.
- e. Awardee shall be accountable for and shall repay any overpayment or any other breach of award that results in a debt owed to the State of Oregon. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

E. Indemnification. The Awardee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and CJSD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Awardee, its officers, employees, subcontractors, or agents under this award.

Awardee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, Criminal Justice Services Division, and the Oregon State Police, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this award.

Awardee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Criminal Justice Services Division, and the Oregon State Police and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this award.

F. Copyright and Patents.

1. Copyright. If this Agreement or any program funded by this Agreement results in a copyright, CJSD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which Awardee, or its contractor or subcontractor, purchases ownership with award support.
2. Patent. If this Agreement or any program funded by this Agreement results in the production of patentable items, patent rights, processes, or inventions, the Awardee or any of its contractors or subcontractors shall immediately notify CJSD. The CJSD will provide the Awardee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

G. No Implied Waiver, Cumulative Remedies. The failure of Awardor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

H. Governing Law, Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Awardor (and/or any other agency or department of the State of Oregon) and Awardee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the 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. Awardee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.

- I. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Awardee or Awardor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- J. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Awardor, Awardee, and their respective successors and assigns, except that Awardee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Awardor.
- K. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.B (Maintenance, Retention and Access to Records); Section I.D (Reports); and Section I.E (Indemnification).
- L. Severability. 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 this Agreement did not contain the particular term or provision held to be invalid.
- M. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Awardee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Awardee certifies by accepting award funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Compliance with Applicable Law. The Awardee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSJ in the performance of this Agreement, including but not limited to:
 - 1. The provisions of 28 CFR applicable to awards and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 - 2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).

3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
7. Clean Air Act, 42 USC 7401 et seq.
8. Clean Water Act, 33 USC 1368 et seq.
9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
11. Endangered Species Act of 1973, 16 USC 1531 et seq.
12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
16. Indian Self-Determination Act, 25 USC 450f.
17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

C. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ awardees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this award program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

D. Certification of Non-discrimination.

1. The Awardee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Awardee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;

- c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Awardee or any of its contractors or subcontractors, the Awardee or any of its contractors or subcontractors will forward a copy of the finding to the Criminal Justice Services Division (CJSD).

E. Civil Rights Compliance.

1. All recipients of federal award funds are required, and Awardee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).
2. Services to Limited-English-Proficient (LEP) Persons
National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Awardees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for awardees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

F. Certification Regarding Drug Free Workplace Requirements. Awardee certifies that it will provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Awardee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
 - b. The Awardee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Requiring that each employee engaged in the performance of the award be given a copy of the employer's statement required by paragraph (a).
 4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 5. Notifying the Awardee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace.
- G. Certification for Confidential Funds. Prior to the expenditure of \$20,000 allocated for confidential funds, the project director shall sign a certification indicating that the director has read, understands, and agrees to abide by all the conditions pertaining to confidential funds as set forth in the most recent edition of the Office of Justice Programs (OJP) Financial Guide (<http://www.ojp.usdoj.gov/finguide06/part3/part3chap8/part3chap8.htm>).

III. Suspension or Termination of Funding

The Criminal Justice Services Division may suspend funding in whole or in part, terminate funding, or impose another sanction on the Awardee for any of the following reasons:

- A. Failure to make satisfactory progress toward the goals and objectives set forth in the application.
- B. Failure to adhere to the requirements of the award Agreement and standard or special conditions.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been approved.
- D. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Criminal Justice Services Division will provide reasonable notice to the Awardee of its intent to impose sanctions and will attempt to resolve the problem informally.

IV. Awardee Representations and Warranties

Awardee represents and warrants to Awardor as follows:

- A. Existence and Power. Awardee is a political subdivision of the State of Oregon. Awardee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by Awardee of this Agreement (a) have been duly authorized by all necessary action of Awardee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Awardee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Awardee is a party or by which Awardee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Awardee and constitutes the legal, valid, and binding obligation of Awardee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Awardee of this Agreement.

Karen Green

10/12/07

Karen Green, Grants Manager
Oregon State Police
4760 Portland Road NE
Salem, OR 97305
(503) 378-4145 ext. 546

Date

Timothy Moore

10-09-07

Signature of Authorized Awardee Official

Date

Timothy Moore / CHIEF DEPUTY

Name/Title