

INFORMATION SHARING AGREEMENT

THIS AGREEMENT is made by and between MINET, an intergovernmental entity established under ORS Chapter 190, and COLUMBIA COUNTY, a political subdivision of the State of Oregon, (herein after “County”). MiNet and the County are collectively referenced herein as “Parties”.

WHEREAS, Columbia County is pursuing the design, construction and operation of a publicly owned broadband facility to serve the citizens of the County; and

WHEREAS, MiNet is an intergovernmental entity established by the cities of Monmouth and Independence to provide for the establishment, operation, repair, maintenance, replacement and expansion of broadband facilities and systems for the use and benefit of the cities and others, both inside and outside of the respective cities; and

WHEREAS, MiNet has a history of effectively designing, building and operating a publicly owned broadband facility; and

WHEREAS, the Parties are exploring the viability of a potential cooperative agreement relating to Columbia County’s proposed broadband facility; and

WHEREAS, to determine the desirability and scope of any such agreement and, to carry out such an agreement, if one is reached, the Parties may be required to share confidential or proprietary information. Such information may be a Parties’ own information or may be confidential or proprietary information obtained by one of the Parties from third parties.

Now, therefore, the Parties enter the following Information Sharing Agreement

1. Definitions: As used in this Agreement:

a. “Facility Purposes” means use of information in furtherance of the design, buildout and operation of the proposed broadband facility.

b. “Confidential Information” means any information not otherwise required to be disclosed by a Party that is disclosed under an assurance that it will be kept confidential. Confidential Information also includes information that any Party obtains from a third party where that third party has placed any limits on the redisclosure of that information.


c. “Proprietary Information” means any information that qualifies as a “Trade Secret” for the purposes of ORS 192.345(2) which includes, but is not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not

5. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information and/or Proprietary Information shall not be precluded under the following circumstances:
 - a. If such disclosure is authorized in writing by the Party originally disclosing the information.
 - b. If such disclosure is in response to a valid subpoena, discovery demand or order of a court or other governmental body. However, the party receiving such subpoena, demand or order shall promptly notify the original disclosing party of the receipt of such subpoena, demand or order and allow that party a reasonable time to oppose such disclosure. If disclosure is ultimately required, the party receiving the subpoena, demand or order shall use its best efforts to limit the further dissemination of the Confidential Information and/or Proprietary Information that is disclosed.
 - c. If a Party receives an order from either the District Attorney or the Circuit Court requiring it to make such a disclosure in response to a request under the Oregon Public Records Act. However, prior to making such disclosure the Party shall confer with the original disclosing Party and determine if that Party wishes to appeal the disclosure order. If the original disclosing Party does wish to appeal, it shall retain counsel to pursue that appeal. The original disclosing Party shall pay all attorney fees and other expenses related to that appeal including any award of costs or fees to the opposing party.
 - d. If the information (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, in the public domain; (ii) was independently developed or is known by the receiving Party at the time of receiving such information, as evidenced by its records; or (iii) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure.
6. No rights other than those expressly recited herein are granted or shall be otherwise implied. No license is granted to the receiving Party or otherwise implied, with respect to any property or right of the disclosing Party presently existing or acquired in the future, or for any use of or interest in the Confidential Information and/or Proprietary Information except such use that is expressly granted by this Agreement.
7. This Agreement shall continue in full force and effect for so long as the Parties continues to disclose Confidential Information and/or Proprietary Information to

Any duty under this agreement for the County to provide defense or indemnification to any other Party or to hold such Party harmless is subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300.

- 12. This Agreement shall be binding on any successors in interest of each party. Neither party may assign this Agreement or their respective obligations under this Agreement without the other party's prior written consent.
- 13. Any failure by a party to enforce the other party's strict performance of any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision or any other provision of this Agreement.
- 14. This Agreement shall be governed by the laws of the State of Oregon without regard to its choice of laws rules.
- 15. Each party hereby consents to jurisdiction and venue in the Columbia County Circuit Court or the Federal District Court for the District of Oregon, with respect to any dispute arising under or in connection with this Agreement.
- 16. The Agreement contains the final, complete, and exclusive agreement of the parties relative to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.
- 17. This Agreement shall be effective on the last date signed by the parties, below.

MiNet:

By: 
Name: PJ ARMSTRONG
Date: 02.27.2026

COLUMBIA COUNTY:

By: _____
Kellie Jo Smith, Chair
Columbia County Board of Commissioners
Date: _____
Approved as to form:
By: _____
Office of County Counsel