

INTERGOVERNMENTAL AGREEMENT
Digital Security Depository
No. AR-0437-26

This Intergovernmental Agreement (this “Agreement”) is by and between Columbia County, (“Agency”) and the Oregon Secretary of State (“SoS”), individually the “Party”, and collectively the “Parties”, hereinafter. The Parties are authorized to enter into this Agreement under ORS Chapter 190.

SoS Information

Oregon Secretary of State
Attn: Chief Procurement Officer
255 Capital St NE Ste 126
Salem OR 97310

Agency Information

Columbia County Clerk
Attn: Debbie Klug
230 Strand St.
St. Helens, OR 97051

1. Effective Date and Duration

This Agreement shall become effective upon the date of the last signature below, and shall expire on June 30, 2027, unless extended or terminated sooner under the provisions identified within this Agreement.

2. Purpose

The purpose of this Agreement is for SoS to provide Agency with secure storage for preservation copies of electronic records within the Digital Security Depository (“Depository”). Storage by SoS provides Agency secure and compliant off-site storage for long-term digital records.

3. Consideration

Agency agrees to pay SoS for services listed in Exhibit A. The cost of storage and maintenance of electronic files held within the Depository must be billed on a quarterly basis at the following rate:

\$.70 per GB per month

SoS shall send an invoice to the Agency in January, April, July, and October of each year based upon the inventory of storage used at the end of the previous quarter.

SoS must send invoices to Agency at:

Columbia County
Attn: Accounts Payable
230 Strand St.
St. Helens, OR 97051

Agency must pay the invoice within 30 calendar days of invoice receipt to the following address:

Oregon Secretary of State
Attn: Accounts Receivable
255 Capital St NE Ste 126
Salem OR 97310

4. Headings

The headings or captions in this Agreement are for convenience only and in no way define, limit, or describe the intent of any provisions of this Agreement.

5. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written Amendment signed by both Parties.

6. Funds Available and Authorized

The Parties certify at the time of this Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs and obligations of this Agreement within the Parties' current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end for the fiscal period in which it is written is contingent new appropriation or limitation of each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation, the affected Party shall immediately notify the other Party of its intent to terminate this Agreement without penalty.

7. Termination

- A. This Agreement may be terminated by the mutual consent of the Parties at any time or by either Party upon ten days prior written notice to the other Party.
 - 1. Agency agrees to pay SoS for costs associated with files stored in the Depository through the effective termination date.
- B. Termination or modification of this Agreement shall be without prejudice to any obligations or liabilities incurred by either Party prior to such termination. Upon termination of this Agreement, Agency shall inform SoS whether they wish to have files in the Depository a) returned to them via digital file transfer or b) purged from the Depository without return. If return is indicated SoS shall work with Agency to facilitate transfer within 10 business days, unless otherwise agreed upon by both Parties.

8. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

9. Independent Contractor Relationship

SoS through its employees, officers, and agents will provide the Services described in this Agreement as an Independent Contractor and nothing herein shall be interpreted or construed as creating or establishing the relationship or employer/employee principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between SoS and Agency or between Agency and SoS. Each Party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owned to its own contractors and agents; its operational expenses, the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other Party.

Agency shall have no right to direct or control the manner or method by which SoS provides the Services that Agency agrees to provide through this Agreement.

10. Access to Records

Agency, SoS, and their duly authorized representatives shall have access to the books, documents, papers, and records, otherwise privileged under law which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcript.

11. Non-Discrimination

In their respective performances of this Agreement, no Party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status, or sexual orientation. Moreover, each Party shall comport its performance with all application Federal and State antidiscrimination acts and associated regulations.

12. Notices

All notices, certifications, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representative of the Parties listed above. Any communication or notice so addressed and mailed shall be deemed to be given five days after mailing. Any communication or notice by personal delivery or by email shall be deemed to be given when actually delivered, including electronically.

13. Indemnification

To the extent permitted under law, including, without limitation the Oregon Constitution, Article XI, Section 7, and subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through 30.300), SoS shall indemnify Agency against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, or arising out of, or relating to the negligent activities or omissions of SoS or its officers, employees, or agents acting within the course and scope of their employment under this Agreement; provided, however, SoS shall not be required to indemnify Agency for any such liability arising out of the wrongful or negligent acts of Agency its officer, employees, or agents.

To the extent permitted under law, including, without limitation the Oregon Constitution, Article XI, Section 7, and subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency shall indemnify SoS against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, or arising out of, or relating to the negligent activities or omissions of Agency or its officers, employees, or agents acting within the course and scope of their employment under this Agreement; provided, however, Agency shall not be required to indemnify SoS for any such liability arising out of the wrongful or negligent acts of SoS its officer, employees, or agents.

14. Governing Law

This Agreement shall be governed 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 Agency and SoS that arises from or relations to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon.

15. Merger

There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Agreement.

16. Signatures

SoS and Agency, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This

Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. SoS and Agency agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

Oregon Secretary of State

Authorized Signature:	<small>Signed by:</small> <i>Stephanie Clark</i> <small>80FE92C9127E42B...</small>	3/11/2026
	Division Director or designee	Date
Authorized Signature:	<small>Signed by:</small> <i>Michael Williams</i> <small>1A8FE6F0A5354EE...</small>	3/13/2026
	Chief Procurement Officer	Date
Reviewed by:	<small>Signed by:</small> <i>Kristopher Stenson</i> <small>E4E0AC821A294C4...</small>	3/11/2026
	Contract Administrator	Date

Columbia County

Authorized Signature:	<small>Signed by:</small> <i>Debbie Klug</i> <small>74955B9D0F5E4D2...</small>	3/11/2026
		Date

Title: Columbia County Clerk

Exhibit A Statement of Work

- 1. Project Description:** The Digital Depository shall be a service offered by the SoS Archives Division in compliment to the existing Microfilm Security Depository and State Records Center. The Depository shall provide public entities with secure and compliant off-site storage for long-term digital records.
- 2. Responsibilities of SoS:** Upon receipt, SoS shall exercise due diligence in scanning incoming files for malicious code or software in accordance with SoS policies. SoS shall store Agency's electronic records within the Depository. Return of records by SoS must only be by accession, in the same form received by SoS. All transfers of records must be documented and stored in a location within Content Manager.
- 3. Responsibilities of Agency:** Agency shall transfer low access, long term records (10+ years left in their retention period) via a secure file sharing platform (ShareFile or equivalent). Transfers must be limited by size and frequency and sent by designated employees within the Agency. Prior to transfer, Agency shall ensure files are free from malware or malicious code in accordance with agency security policies. Agency must inform SoS of any designation changes and maintain a copy of all records sent to the Depository locally for immediate access.
- 4. Additional Terms and Conditions:**
 - A. Destructions of records shall be run annually, starting with an email notice sent from SoS to Agency. SoS must inquire if Agency would like copies returned prior to purging the system. If no response is received, records must not be destroyed until SoS receives a response from Agency. The only removal of files from the Depository without Agency response shall be if fees are not paid and SoS can no longer maintain the records. At that time, all records must be extracted and transferred back to Agency.
 - B. Record requests must be made by accession, and only entire accessions will be returned at a time.