



# CLACKAMAS COUNTY

## Records Management

CAROL HOPKINS  
RECORDS MANAGER

1810 Red Soils Ct. Ste. 120  
OREGON CITY, OR 97045

May 16, 2023  
Board of Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with the City of Veneta for the Digitization of their Cites Archival film. Agreement value is \$12,000. The funding is through the City of Veneta. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	None		
<b>Performance Clackamas</b>	Goal: Increase the use of services provided by Records Management to other local Government Agencies for increased revenue.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Carol Hopkins	<b>Contact Phone</b>	503-655-8656

**EXECUTIVE SUMMARY:** Records Management will be digitizing the City of Venetas' Archival film. This will create revenue to help offset allocated costs which will be passed on to County Departments.

**RECOMMENDATION:** Staff recommends approval of this contract and requests the Chair to sign on behalf of the County.

Respectfully submitted,  
Carol Hopkins  
Records Manager  
Records Management

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF VENETA AND  
CLACKAMAS COUNTY  
FOR DOCUMENT SCANNING AND STORAGE SERVICES**

This Intergovernmental Agreement (Agreement) is made and entered into by and between the City of Veneta (City) and the Clackamas County, acting through its Department of Records Management (County). Collectively, the City and County will be referred to in the Agreement as the Parties.

**RECITALS**

WHEREAS, cities and counties are authorized pursuant to ORS 190.003 through 190.110 to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, County has five staff that are proficient in document conversion from any medium be it paper, microfilm to digital and/or digital to microfilm; and

WHEREAS, County follows OAR 166-025-0035 Microfilm Standards and follows all OAR be it document conversion or retentions; and

WHEREAS, County has over 14,000 cubic feet of offsite storage that is a CJIS Certified area; and

WHEREAS, County provides in-house film processing using KODAK 9610 Archive Writer, KODAK Prostar II processor and Canon Image Prograf TX-3000 Wide Format scanner; and

WHEREAS, City needs to update documents and files into an electronic format for the purpose of efficiency and compliance; and

WHEREAS, the Parties find it beneficial to enter into this Agreement subject to the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. Effective Date. This Agreement shall be effective on the date of the final binding signature, and shall terminate on June 30, 2025, unless extended by the Parties.

2. Duration and Termination. The term of this Agreement will extend for one (1) year from the Effective Date, at which point it may be extended by the Parties for successive one (1) year terms, if both Parties agree in writing to extend the Agreement. The Agreement may be terminated at any time for nonperformance of any material term of this Agreement. In addition, either party may terminate the Agreement upon providing 30 days written notice to the other party. Termination of this Agreement shall not affect any obligations or liabilities accrued to the Parties prior to such termination.
3. Services. County agrees to provide City with high speed digitization of microforms of records held by City on a project by project basis, details of which will be established and documented in writing at the initiation of each project (Project Estimate) as more specifically outlined in the attached Exhibits A, B, C, and D for each Party. ‘

The Parties agree to use the following process for requesting services: when City requests services, City will submit a written request to County detailing with particularity the specific services request. If County determines, in its sole discretion, that it has sufficient resources available to provide the services, County will provide City a Project Estimate, which will include the expected costs and timelines. City may either accept the Project Estimate, reject the Project Estimate, or negotiate with County for a modified scope of work.

Unless otherwise indicated in the Project Estimate, any transportation of materials shall be via either:

- A third party approved and cleared by City or County, in locked trucks with security cleared drivers, or
- By a City or County vehicle driven by authorized workforce members of the County or City.
- Materials pickup and delivery will occur during normal business hours of the Party’s respective offices. Times will be established by mutual agreement via phone or email.

Each Party will confirm receipt of materials via email to the other Party and will provide reasonable advance notice of changes to the expected delivery date described in the Project Estimate. Each Party will be required to complete a delivery receipt, and accept, by written signature, materials being received, and prior to taking possession of any delivered materials.

Chain of custody information for the movement of analog materials and storage devices (solid-state drives) between County facilities, delivery vehicles, and City facilities will be maintained by both Parties and any third parties authorized to transport the materials.

4. City's Obligations. To ensure that County may perform the services described above in Section 3 and as described in more detail in Exhibit A, City will perform in accordance to the outline of City's obligations included in Exhibit B.
5. Consideration. City will pay County an amount not to exceed not-to-exceed \$12,000.00 for services provided under this Agreement. County will not provide services in excess of this amount until an amendment to the Agreement is made in writing and signed by both Parties. In the event it appears performance of requested services will exceed the not-to-exceed amount described above, County will cease performing the services until an amendment to this Agreement is entered that permits City to pay for the services.

Consideration will be on a time and material basis in accordance with the County's then-current rates. A copy of the County's current rates, as of the effective date of this Agreement, is attached hereto as Exhibit C. County will provide City the County's then-current rates as part of any Project Estimate.

County will submit an invoice to City for the costs of services performed at the County's then-current rates. County's invoices will include the number of hours that County staff spent on City's projects and the type of work performed by County staff

City shall have thirty (30) days to verify and accept that all Project Estimate items have been completed to its reasonable satisfaction. City shall pay County within thirty (30) days of the date of the invoice unless the City has a good faith basis to dispute that the Project Estimate items were complete and accurate.

All fees shall be based on County then-current rates. No work may be performed until both parties agree, in writing, to the scope of work and the proposed fees set forth in a Project Estimate.

City will make check payments payable to Clackamas County Records Management and mailed to the following address:

Clackamas County  
Records Management  
1810 Red Soils Ct. Ste. 120  
Oregon City, OR 97045

6. Notices. Notices related to this Agreement shall be directed to the following contacts:

City of Veneta  
Attn: Matt Michel, City Administrator  
88184 8<sup>th</sup> St., Veneta, OR 97487  
541-935-2191

Clackamas County  
Attn: Carol Hopkins  
1810 Red Soils Ct, Suite 120  
Oregon City, OR 97045  
503-655-8656

7. Compliance with laws. The Parties agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.
8. No assignment. This Agreement may not be subcontracted, assigned, or transferred by either party without the express written consent of the other party.
9. Mutual Indemnification. Each party shall defend, indemnify and hold the other harmless from and against any and all claims, lawsuits, or actions for damages, costs, losses or expenses arising from the indemnifying party's actions pursuant to this Agreement.
10. Dispute Resolution. Any dispute arising out of this Agreement will first attempt to be resolved informally between the Parties, first at the management level and then at the governing body level. If the dispute cannot be resolved informally, then the Parties may pursue any rights and remedies available to them.
11. No Attorneys' Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
12. No Waiver of Claims. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties for document scanning and storage services and supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral which are not fully expressed herein. This Agreement may not be modified or amended except in writing signed by each party to this Agreement.
14. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized representatives as of the dates set forth below.

CITY OF VENETA, OREGON

By:   
Matthew Michel, City Administrator

Dated 4/5/23, 2023

CLACKAMAS COUNTY

By: \_\_\_\_\_  
, Clackamas County

Dated \_\_\_\_\_, 2023

**Exhibit A**  
**COUNTY SERVICES**

All services will be performed in Clackamas County office, located at 1810 Red Soils Ct., Suite 120, Oregon City, OR 97045.

**Materials Handling:** County personnel must handle Project Estimate materials in a way that avoids and prevents physical, chemical, biological, or other types of damage to microforms. If damage occurs, County personnel must immediately cease digitization services activity and notify City Representative. If it is determined that digitization services activities cannot be performed without causing additional damage, City Representative will be consulted for instructions on how to proceed. Prior to the commencement of services, some materials may be additionally insured by City, and known special handling requirements defined beyond general requirements described below will be established at the initiation of each Project Estimate.

Materials will be prepared by City workforce members and must be returned by County in the same order, orientation, and condition as they were received.

County will notify City Representative immediately of any contamination of, limitations of access to, or loss of materials.

Scanning and indexing of City records will be performed only by permanent Clackamas County employees in Clackamas County facilities, unless otherwise agreed to in writing on a project by project basis.

Output of the scans will be uploaded by a link to a SharePoint site designated by the City.

Output images may not be altered beyond standard image processing, defined as page rotation, blank page detections, de-skew, de-speckle, cropping to image edge and density of solid black areas. The content of any image shall not be altered in any way.

Output may never be sold, distributed or duplicated for distribution in any form without explicit, written consent from the City Representative, and must not be retained any longer than is necessary to perform Quality Control activities, as defined below.

Quality Control: Prior to the return of source materials, output on SSD drive will be returned to City and to be assessed for:

- Completeness - All materials have been captured, all content has been captured for each piece of material and no content is repeated.
- Overall legibility - All content is readable and focused properly, using the OCR standard of 300 DPI or better. Smallest details are captured legibly and completely. Images are in the correct order.
- Format Compliance - Images are delivered in the specified file formats and are able to be opened successfully in programs associated with those file formats.
- Indexing - Agreed upon project Metadata and file naming conventions are present and accurate.

In the case where the output does not meet these requirements, County shall repeat the digitization services to replace the output that does not meet the requirements, at no additional cost to City. Deadlines to complete and deliver repeat digitization services will be agreed upon by the Parties following notification from City that the output failed to meet the defined requirements.

Work Completed: Completion dates will be determined on a project by project basis dependent upon size and scope of digitization required.

Immediate Need Documents: In the event the City has an immediate need for a document or file that is in County possession for scanning, the City will notify the County and request immediate scanning and upload to SharePoint site of said document or file. The County will confirm receipt of request, perform said scanning and uploading, and notify the City of completion.

Destruction of documents:

- Upon completion of scanning large groups of documents and files (i.e., a box that contains minutes for the City Council for a designated set of years), The County will notify the City.
- The City will request that the County destroy the documents by shredding service, to be paid for by the City.



- The County will complete a records retention/destruction form, approved by the City, in compliance with Oregon State Statute and Administrative Rules:  
(<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=590>).
- The City will endeavor to label all boxes that contain Project Estimate materials with the appropriate identification of documents and corresponding Oregon Records Retention Schedule No., labeled Exhibit D.

## Exhibit B CITY OBLIGATIONS

Prepare Project Estimate materials for scanning prior to sending them to County. Initial preparation will include preparing a condition report which notes any pre-existing damage to the materials and completing a full inventory of the materials to be sent, both of which will be provided to County in hard copy along with the source materials.

Output: City will include an empty Solid State Drive (SSD) onto which County will load output for delivery.

Pickup and delivery:

- City will be responsible for the payment and transporting of the Project Estimate materials to County for digitization.
- City will be responsible for the payment and/or transportation of the return of Project Materials designated “permanent retention” / keep original format (i.e., large maps and building plans).

Destruction of documents:

- Upon completion of scanning large groups of documents and files (i.e., a box that contains minutes for the City Council for a designated set of years), The County will notify the City.
- The City will request that the County destroy the documents by shredding service, to be paid for by the City.
  - The County will complete a records retention/destruction form, approved by the City, in compliance with Oregon State Statute and Administrative Rules:  
(<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=590>).
  - The City will endeavor to label all boxes that contain Project Estimate materials with the appropriate identification of documents and corresponding Oregon Records Retention Schedule No., labeled Exhibit D.

2022/23

**Exhibit C**

**CLACKAMAS COUNTY ESTIMATED COSTS**

Digitizing 16mm images	\$.024 per image
Digitizing 35mm images	\$.45 per image
16mm jacketing	\$ 1.50/jacket
35mm jacketing	\$ 2.75/jacket
Images loaded to Flash Drive	\$.00 Included
Labor: Scanning, quality control and any document preparation	\$70.00/hour