



**MARION COUNTY BOARD OF COMMISSIONERS  
WORK SESSION**

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**Secretary of State Security (SOS) Camera Grant  
Minutes**

Thursday, April 16, 2026, 9:30 a.m. – 10:30 a.m.  
Commissioners' Boardroom  
Courthouse Square, 555 Court St. NE, Suite 5231  
Salem, Oregon 97301

**ATTENDANCE:**

**Commissioner's:** Colm Willis, Danielle Bethell and Kevin Cameron.

**Board's Office:** Matt Lawyer, Toni Whitler, Trevor Lane, and Jonathan Sanford.

**Legal Counsel:** Steve Elzinga.

**Clerk's Office:** Holly Steele Haselton, Rebekah Stern Doll, and Bill Burgess.

**Verkada:** Nick Patel, and Oliver Garcia.

Commissioner Kevin Cameron called the meeting to order at 9:30 a.m.

**1. Welcome & Introductions**

-Commissioner Colm Willis

**2. Discussion**

-All

- SOS security pilot program to install cameras on about 14 outdoor ballot drop boxes.
- Prior incident in Portland where drop box was attacked with device:
  - Demonstrates value of high-quality video evidence for law enforcement.
- Previous cost figure of \$58,000 a year was incorrect:
  - Ongoing annual cost is approximately \$5,214 for licensing.
  - After first grant funded year.
- Overview of grant structure:
  - Federal funds flow to SOS.
  - Offer county reimbursement through intergovernmental agreement (IGA).
  - Counties may choose to participate.
- System architecture for proposed cameras:
  - Video stored on camera and in cloud.
  - Access controlled by county through secure login and 2 factor authentication.
  - Data encrypted at rest and in transit:
    - Advanced Encryption Standard (AES) based encryption.
  - Hosted in Amazon Web Services (AWS) data centers in the U.S.
- Camera data is to be treated as county data:
  - County controls who has access.
  - Vendor has no default access unless explicitly granted temporarily.
  - SOS will receive access only as user if county authorizes it.
- Contracting relationships and legal structure:
  - Clarification whether primary contract for cameras is with the state or county.

- State may have vendor price agreement:
  - County can ride to receive negotiated pricing.
- Potential structure:
  - One contract between county and vendor:
    - Using state price agreement
  - IGA between county and state for reimbursement.
- Concerns:
  - Governance and control of system:
    - Who ultimately controls configuration and access.
  - Data access and retention policies:
    - Including length of storage and who can request or view footage.
  - Privacy implications and potential civil liberties issues:
    - American Civil Liberties Union (ACLU) concerns.
    - Comparison to license plate reader controversies.
  - Liability exposure if systems or data are controlled or mandated by state.
  - Long term budget impact given existing fiscal constraints and hiring freeze.
- Drop box cameras not currently mandated:
  - Possible legislation and existing rules.
- Grant structure anticipation:
  - May need to front up to \$88,000 for equipment/installation:
    - Will be reimbursed.
  - Quarterly reporting to SOS for life of grant.
- Functional/privacy features of the proposed camera system:
  - Option for live face blur on video.
  - Ability to blur faces in exported/saved video.
  - Ability to disable specific analytic or recognition features.
- Legal implications of crimes against ballot boxes:
  - Tampering with boxes may trigger state and federal criminal jurisdiction.
  - In event of incident, law enforcement agencies can obtain video footage:
    - By subpoena or similar legal processes.
- General sentiment:
  - Strong interest in improved security and protection of ballot boxes.
  - Caution about entering agreements that make obligations/liabilities that county can't control.
  - Clarification from SOS regarding roles, responsibilities, and contract structure.

### **3. Other**

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- Some jurisdictions use cameras to monitor ballot boxes:
  - Sometimes managed jointly by local entities and law enforcement.
- Current ad hoc camera coverage at some boxes limited/indirect:
  - May not provide level of detail desired for investigations.
- Certain sections of draft IGA and price agreement need legal review to confirm that:
  - Attorney client privilege is preserved.
  - Standard grant-type financial and audit provisions are appropriate and not unusually expansive.

### **4. Next Steps**

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- Review the state price agreement and draft IGA in detail to:
  - Confirm exact contractual relationships among county, state, and vendor.

- Identify provisions that create undesired liability or loss of control over data.
  - Verify scope and limits of any data sharing or records access clauses.
- Coordinate with legal counsel to:
  - Define required contract terms and protections if county chooses to proceed.
  - Make expectations around:
    - Data ownership.
    - Access.
    - Retention.
    - Privacy safeguards.
- Obtain clear, itemized cost information for up-front costs
  - Equipment, installation, and initial licensing.
  - Ongoing annual costs over 3 to 5-year horizon.
- Seek clarification from SOS's office on:
  - Their intended role in system access and administration.
  - Expectations for county responsibilities under the pilot program.
  - Participation must follow proposed IGA structure:
    - Are alternate arrangements possible.
- Report findings to board for decision on:
  - Participation in pilot program.
  - What contractual and financial conditions participation would be acceptable.

**Adjourned** – time: 10:00 a.m.

**Minutes by:** Mary Vityukova

**Reviewed by:** Gary L. White