



RESOLUTION 2021-008

AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH OREGON AND SOUTHWEST WASHINGTON AGENCIES FOR SHARING POLICE RECORDS DATA

WHEREAS, the Sherwood Police Department uses Mark 43 as its records management system; and

WHEREAS, multiple other police agencies in Washington, Clackamas and Marion Counties in Oregon, and Clark County in Washington also use Mark 43 as their police records management system; and

WHEREAS, the sharing of police records data, for viewing access only between the parties, improves cross-jurisdictional cooperation of law enforcement and benefits public safety efforts in the region; and

WHEREAS, the Sherwood City Attorney did review the attached IGA and approves of form; and

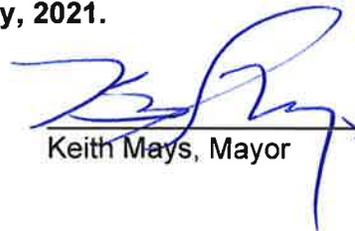
WHEREAS, the Sherwood City Council recognizes the public safety benefit of sharing police records data amongst cooperating agencies.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council authorizes the City Manager to sign an IGA with Oregon and Southwest Washington agencies, in a form substantially similar to the attached Exhibit 1.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 2nd of February, 2021.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

MASTER INTERLOCAL AGREEMENT FOR DATA SHARING AMONG AGENCIES USING MARK 43

This Master Interlocal Agreement for Data Sharing Among Agencies Using Mark 43 (“Agreement”) is entered into between the Oregon and Southwest Washington Law Enforcement agencies or entities that use or intend to use the Mark43 system, collectively referred to as the Parties.

WHEREAS, the Parties all use Mark43 as their records management system (RMS); and

WHEREAS, sharing of data between the Parties improves cross-jurisdictional cooperation of law enforcement and benefits public safety efforts in the region; and

WHEREAS, the Parties wish to establish protocols by which data will be shared across agencies;

WHEREAS, the Parties are authorized to enter this Agreement under RCW 10.93.130, RCW Chapter 39.34, and ORS 190.110 and 190.420.

NOW, THEREFORE, the Parties agree as follows:

- 1. Parties.** This Agreement anticipates the participation of law enforcement agencies within the Oregon counties of Multnomah, Washington, Clackamas, Polk, Marion, Lincoln, and Columbia and within the Washington Counties of Clark, which use Mark 43 as their RMS. Subject to execution of this Agreement, the Parties eligible for participation include:

Washington County Consortium

City of Tigard
City of Sherwood
City of Tualatin
City of Forest Grove

Clackamas County Consortium

Clackamas County Sheriff’s Office
City of Oregon City
City of Milwaukie
City of Canby
City of Molalla
City of West Linn
City of Gladstone

Salem Consortium

City of Salem
Polk County Sheriff’s Office
City of Keizer
City of Independence
City of Monmouth
City of Aumsville
City of Lincoln City
City of Turner
City of Dallas
Grand Ronde Tribal Police
City of Gervais
City of Stayton

Clark County

City Of Vancouver

- 2. Term.** This Agreement is effective upon execution by two or more Parties and will continue in perpetuity unless otherwise terminated. A Party may withdraw from this Agreement at any time pursuant to Section 7 below.
- 3. Records Access.**
 - a. Parties agree to allow each user agency to access data in each other's RMS, subject to the terms and conditions described in this Agreement.
 - b. Access to another Party's RMS will be "read only" or "view only" and no data may be added, modified, deleted, or altered in any way. Access will be limited to individuals with CJIS authorization.
 - c. The Parties will not charge or impose costs for RMS access.
- 4. Terms of Use of Information and Data.** The Parties agree that the use of the data contained in the RMS will be used solely for legitimate law enforcement purpose only and may not be shared with any other person, group, or entity without the permission of the Party providing RMS access. The Parties further agree that any reports or other documents will be destroyed when no longer needed.
- 5. Suspension of Access.** A Party may temporarily suspend another Party's access to the RMS for failure to comply with the terms of this Agreement, upon written notice that states the grounds for suspension. The suspended Party must take corrective action to reinstate access.
- 6. Licenses.** The Party providing RMS access is solely responsible for complying with the terms of its own contract with Mark43 and for maintaining any licenses necessary to cover access. Each Party agrees to work with Mark 43 to provide Records Access, as authorized under Section 2 above, to other Parties.
- 7. Indemnification.** To the extent permitted by Washington and Oregon law, each Party agrees to indemnify and hold harmless the other Parties, and their officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of the performance of the Party's willful or negligent acts or omissions under this Agreement.
- 8. Withdrawal and Termination.** A Party may withdraw from this Agreement, with or without cause, by providing (30) thirty days' written notice to the other Parties. This Agreement will terminate when all Parties have withdrawn (or only one Party remains) or all Parties agree in writing to terminate this Agreement.
- 9. Insurance.** The Parties agree to maintains liability insurance in force with coverages and limits of liability typically maintained by agencies performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages

and/or limits required by Washington state law or Oregon state law, as applicable to each Party.

- 10. Administration and Costs.** This Agreement does not establish or create a separate legal or administrative entity. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Agreement.
- 11. No Third Party Beneficiaries.** Nothing in this Agreement shall create any legal right or inure to the benefit of any third party.
- 12. Assignment.** The rights and obligations of each Party under this Agreement may not be assigned in whole or in part.
- 13. Interpretation.** This Agreement shall be liberally construed in accordance with its general purposes and according to Washington and Oregon law.
- 14. Amendments.** No alteration or addition to the terms of this Agreement shall be valid unless made in writing that is formally approved and executed by each Party.
- 15. Compliance with Law.** Each Party agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.
- 16. Dispute Resolution.** In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. When differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. Costs of mediation will be equally shared amount the disputing Parties. If mediation is not successful, any Party may institute legal action for specific performance of this Agreement or for damages. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Clark County.
- 17. Severability.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- 18. Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each which shall be an original and all of which shall constitute the same Agreement.

[Signature Page to Follow]

CITY OF VANCOUVER

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF TIGARD

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF SHERWOOD

Signed: _____

Name: _____

Its: _____

Date: _____

CLACKAMAS COUNTY SHERIFF'S OFFICE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF OREGON CITY

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF TUALATIN

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF FOREST GROVE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF MILWAUKIE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF GLADSTONE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF CANBY

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF MOLALLA

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF WEST LINN

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF KEIZER

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF MONMOUTH

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF LINCOLN CITY

Signed: _____

Name: _____

Its: _____

Date: _____

POLK COUNTY SHERIFF'S OFFICE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF SALEM

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF INDEPENDENCE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF AUMSVILLE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF TURNER

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF DALLAS

Signed: _____

Name: _____

Its: _____

Date: _____

GRAND RONDE TRIBAL POLICE

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF STAYTON

Signed: _____

Name: _____

Its: _____

Date: _____

CITY OF GERVAIS

Signed: _____

Name: _____

Its: _____

Date: _____