

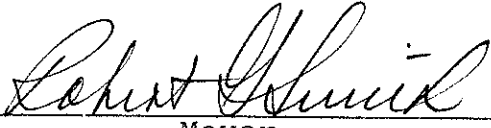
A RESOLUTION AUTHORIZING)
THE MAYOR AND RECORDER TO)
EXECUTE AN AGREEMENT WITH)
REGIONAL AUTOMATED INFORMATION)
NETWORK (RAIN).)

RESOLUTION NO. 29
for 1983

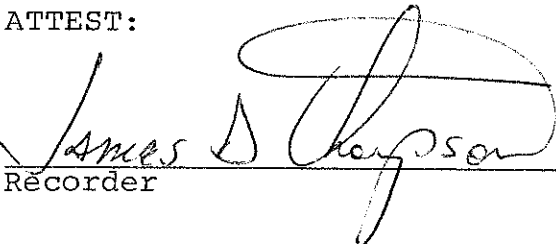
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON
AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute an agreement with the Regional Automated Information Network (RAIN) for dissemination of significant activity and incident information contributed by Member Criminal Justice Agencies. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 9th day of November, 1983.



Mayor

ATTEST:


Recorder

REGIONAL AUTOMATED INFORMATION NETWORK (RAIN)
AGENCY AGREEMENT

This agreement is by and between the Regional Automated Information Network (RAIN), hereinafter referred to as RAIN, the LEBANON POLICE DEPARTMENT, hereinafter referred to as the Agency, and the City/Country of LEBANON, hereinafter referred to as the CITY OF LEBANON.

Under the terms of this agreement, RAIN will maintain for and disseminate to the Agency all significant activity and incident information contributed by Member Criminal Justice Agencies.

Under the terms of this agreement, the Agency warrants that it is a Member Criminal Justice Agency as defined in the RAIN Membership Contract of August 12, 1975, which is by reference hereby incorporated into and made a part of this agreement.

The Agency and the CITY OF LEBANON further agree:
(City/~~COUNTRY~~)

1. To abide by all published rules, policies and procedures promulgated by RAIN governing the administration of the RAIN System.
2. That it is warranted that all personnel have, or will be, so screened as to prohibit access to any RAIN records by persons so restricted in the following Section 3.
3. That no person who has been convicted of a crime which could have resulted in a sentence to a federal or state penitentiary will be allowed to operate a terminal or otherwise have access to RAIN information, and that requests for extraordinary circumstance exceptions to this requirement will be promptly submitted, in writing, to the RAIN Board Chairman, and acted upon in the affirmative by RAIN.
4. That any RAIN terminal equipment assigned to the Agency will be installed and maintained in a secure location in the Agency facility.

All parties mutually agree that:

1. Violation of any provision of this agreement, or any published rules, policies or procedures promulgated by RAIN governing the operation of the RAIN System, may cause immediate suspension of the Agency's authorization to access RAIN information. Reinstatement will be effected only upon demonstration by the Agency that the cause of such violation has been corrected. Final determination as to the reinstatement of any Agency so suspended will be the responsibility of the RAIN Executive Committee.
2. That each Criminal Justice Agency administrator establish a policy, in writing, to ensure that no person or persons will have access to or be able to view any information from the RAIN terminal equipment, without first having proper authorization from the Criminal Justice Agency administrator.

3. Any contested action relating to this agreement will be conducted under provisions established by the RAIN Policy Board.
4. This agreement may be cancelled by any party hereto, upon thirty days notice in writing, directed to all parties subscribing hereto.

Regional Automated Information Network (RAIN)

By: _____

Title: Chairman, RAIN Policy Board

Date: _____

Criminal Justice

Agency: LEBANON POLICE DEPARTMENT

By: *Robert Johnson*

Title: Chief of Police

Date: November 9, 1983

Responsible City/County Official

City/County/State of CITY OF LEBANON, OREGON

By: *Robert Smith*

Title: Mayor

Date: November 9, 1983

ATTEST: *James D. Chapman*
City Administrator/Recorder

November 9, 1983