

ORDINANCE NO. 889

**AN ORDINANCE ADOPTING AN AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL
AUTOMATED INFORMATION NETWORK**

WHEREAS, the City of Stayton is a Member Agency of the Regional Automated Information Network ("RAIN"), an intergovernmental entity originally formed pursuant to ORS Chapter 190 by agreement dated December 3rd, 1979, and since amended at various times, including the addition of new members; and

WHEREAS, the Parties to RAIN consist of the Cities of Aumsville, Aurora, Dallas, Dundee, Gervais, Hubbard, Independence, Keizer, Lincoln City, McMinnville, Monmouth, Mt. Angel, Newberg, Newport, Salem, Silverton, Stayton, Turner, and Woodburn and the Counties of Marion, Polk, and Yamhill, and these entities desire to amend and restate the terms and conditions of membership and the provisions of the Intergovernmental Agreement by entry into an Amended and Restated Intergovernmental Agreement for the Regional Automated Information Network ("Amended and Restated Agreement") attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the Cities of Aumsville, Aurora, Dallas, Dundee, Gervais, Hubbard, Independence, Keizer, Lincoln City, McMinnville, Monmouth, Mt. Angel, Newberg, Salem, Silverton, Stayton, Turner, and Woodburn and the Counties of Marion, Polk, and Yamhill, each desire to become a member of RAIN, subject to all terms and conditions of the Amended and Restated Intergovernmental Agreement; and

WHEREAS, the City of Stayton is a current member of RAIN and is willing to consent to new membership in RAIN upon the terms and conditions of the Amended and Restated Intergovernmental Agreement; and being fully advised,

NOW, THEREFORE, BE IT ORDAINED BY THE STAYTON CITY COUNCIL THAT:

Section 1. Pursuant to ORS 190.085, the Stayton City Council hereby approves the Amended and Restated Intergovernmental Agreement for the Regional Automated Information Network, attached hereto as Exhibit A and incorporated by reference, and consents to joinder by the Cities of Aumsville, Aurora, Dallas, Dundee, Gervais, Hubbard, Independence, Keizer, Lincoln City, McMinnville, Monmouth, Mt. Angel, Newberg, Newport, Salem, Silverton, Stayton, Turner, and Woodburn and the Counties of Marion, Polk, and Yamhill as members.

Section 2. The effective date of the Amended and Restated Intergovernmental Agreement shall be July 1, 2005.

Section 3. This Ordinance has been compiled and is on file at the RAIN Office, within the boundaries of the City of Sublimity, Marion County, Oregon, where it may be examined.

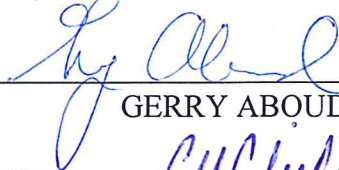
This Ordinance shall become effective upon the adoption by the Stayton City Council.

ADOPTED BY THE STAYTON CITY COUNCIL this 5th day of June 2006.

CITY OF STAYTON

Signed: June 7, 2006

By: _____



GERRY ABOUD, Mayor

Signed: June 7, 2006

ATTEST: _____



CHRIS CHILDS, City Administrator

APPROVED AS TO FORM:



David A. Rhoten, City Attorney

AMENDED AND RESTATED AGREEMENT
REGIONAL AUTOMATED INFORMATION NETWORK

THIS AMENDED AND RESTATED AGREEMENT FOR THE REGIONAL AUTOMATED INFORMATION NETWORK (“Agreement”) is made and entered into by and between the governmental units which have signed this Agreement dated July 1st, 2005, creating the Regional Automated Information Network (RAIN) as set forth below (hereinafter collectively referred to as “Members”). The Regional Automated Information Network is an intergovernmental entity formed under O.R.S. 190.010, et seq. This Agreement has been amended at various times since its adoption. The Members wish to modify the terms and conditions here of and restate the Agreement as set forth herein.

In consideration of the mutual benefits and obligations as set forth herein, the Members agree to the following:

ARTICLE I
PURPOSE AND AUTHORITY

Pursuant to O.R.S. 190.010, et seq., the Members intend to jointly share criminal justice information, pool technology resources and seek to streamline and minimize costs of information management.

ARTICLE II
NAME

This intergovernmental entity has been and shall continue to be known as the Regional Automated Information Network, hereinafter referred to as “RAIN,” or “Agency.”

ARTICLE III
GOVERNING AUTHORITY

Supervision and management of RAIN shall be exercised by a BOARD OF DIRECTORS .

3.1 BOARD OF DIRECTORS (hereinafter referred to as the “BOARD”).

A) Composition: The BOARD shall consist of:

1. One (1) Chairperson elected by the GENERAL MEMBERSHIP.
2. One (1) Vice-Chairperson elected by the GENERAL MEMBERSHIP.
3. Seven (7) Members at large.
4. One position must be filled by
 - a. a Sheriff, provided that the County for which the Sheriff serves is among the GENERAL MEMBERSHIP;
 - b. one (1) position by the City for which the Chief of Police serves, provided that a Chief of Police is among the GENERAL MEMBERSHIP; and
 - c. by a Member Agency whose annual user fee is 15% or more of RAIN's total user fees provided that agency has not been elected Chairperson or Vice-Chairperson; and
 - d. the annual user fee percentage may be modified as needed by a fifty-one percent (51%) majority vote at a meeting of the GENERAL MEMBERSHIP.
5. The term of office for all BOARD members shall be for two (2) years. At the initial meeting of the BOARD, terms shall be staggered and the BOARD members shall draw lots for one or two year terms. The initial term of the Chairperson and Vice Chairperson shall also be staggered. At the next annual meeting of the GENERAL MEMBERSHIP, those BOARD member positions drawing one-year initial terms shall be elected for two years. Thereafter, each BOARD position shall be for two years.
6. Any Member Agency may have no more than one Member on the BOARD.
7. The BOARD Chairperson will appoint a nominating committee which will make available its recommendations no later than 30 days prior to the June meeting of the GENERAL MEMBERSHIP for vote.
8. Any BOARD member may be removed from office by an affirmative vote of the Member Agencies of this agreement at a meeting of the GENERAL MEMBERSHIP for violation of law or ethical codes of conduct whether by BOARD policy or statute.
9. In the case of removal of a Director that is a Member of an agency with a guaranteed seat, the affected agency will then nominate a replacement to be ratified by the GENERAL MEMBERSHIP.

B) Meetings.

1. A quorum shall mean at least five (5) of the nine (9) BOARD members and shall be sufficient to conduct any business of the BOARD. Decisions of the BOARD shall require the same number of affirmative votes to pass a measure as if the entire BOARD had been present.
2. Each BOARD member shall have one (1) vote.
3. There shall be at least one meeting of the BOARD each quarter. The Chairperson or three (3) BOARD members may call other meetings as deemed necessary. The Chairperson shall preside over all meetings. The Vice-Chairperson (or in the event the Vice-Chairperson is unavailable any other BOARD member as designated by the Chairperson) shall act as Chairperson in the absence of the Chairperson.

C) Duties: The BOARD is empowered to

1. Determine the type of services and equipment necessary for the operation of RAIN.
2. Enter into contracts with any individual, firm or corporation, or agency of government, to acquire equipment, goods, or services for the operation of RAIN.
3. Prepare an annual budget for the expenditure of RAIN funds and set the amount of financial participation in the form of user fees for each Member to be presented to the GENERAL MEMBERSHIP by December 1st of each year for adoption. The budgeting and appropriation of funds by an entity for its share shall be pursuant to that Member's budget process. The RAIN fiscal year shall be July 1st to June 30th. Payment shall be made within 30 days of invoice. Create committees of RAIN members and/or Member Agency personnel to assist and advise the BOARD on the administration and operation of RAIN.
4. The BOARD may employ or contract for the services of an Executive Director to conduct the day-to-day operation of RAIN.
5. Conduct regular review of the financial operation of RAIN and perform audits as required.
6. Exercise any other power or authority to implement the powers expressly set forth in this Agreement and to adopt

policies and procedures as necessary.

3.2 GENERAL MEMBERSHIP:

- A) Composition: The GENERAL MEMBERSHIP shall consist of
1. Each Member Agency (County or City) shall select its representative .
 2. Each Member Agency (County or City) may appoint an alternate representative. The alternate must declare his/her voting authority at any GENERAL MEMBERSHIP meeting.
 3. The voting representative selected by each Member Agency shall be eligible for election to the BOARD OF DIRECTORS.
- B) Quorum:
1. A quorum shall mean not less than fifty one percent (51%) or more of the GENERAL MEMBERSHIP shall be sufficient to conduct any business of the GENERAL MEMBERSHIP. Except as otherwise provided in this Agreement, decisions of the GENERAL MEMBERSHIP shall be made by the same number of affirmative votes to pass a measure as if all Members had been present at the meeting.
 2. Each Member Agency in the GENERAL MEMBERSHIP shall have one (1) vote, which may be exercised in person by a designated alternate representative. No Member Agency shall have more than one vote at any GENERAL MEMBERSHIP meeting.
- C) Duties: The GENERAL MEMBERSHIP is empowered to:
1. Provide advice and assistance to the BOARD.
 2. Elect the BOARD OF DIRECTORS from the GENERAL MEMBERSHIP in June of each year.
 3. Adopt for recommendation to each Member's governing body an annual budget for the expenditures of RAIN and set the amount of financial participation in the form of user fees for each Member at the meeting of the GENERAL MEMBERSHIP in January each year.

D) Meetings:

1. There shall be at least two meetings of the GENERAL MEMBERSHIP each fiscal year.
2. Special meetings of the GENERAL MEMBERSHIP may be called by the BOARD Chairperson, or by any five (5) Members.
3. The BOARD Chairperson shall preside over all meetings. The Vice-Chairperson (or in the event the Vice-Chairperson is unavailable any other BOARD member as designated by the Chairperson) shall act as Chairperson in the absence of the Chairperson.

ARTICLE IV
LIMITATION OF LIABILITY

- 4.1 Each Member is responsible for the accuracy of its data and integrity and functions of its computer system. RAIN assumes no liability for the accuracy of data entered into RAIN's system by its Members, nor for errors in data transmission.
- 4.2 Subject to the Constitution and laws of this State regarding units of local government, each RAIN Member Agency agrees to indemnify, defend, and hold harmless RAIN, its BOARD, its officers, its employees, and its agents from and against any claim or demand arising out of or in connection with any act, error or omission of any person for whose acts such Member may be responsible under O.R.S. 30.260 to 30.300.
- 4.3 Pursuant to O.R.S. 190.080(3), debts and liabilities of RAIN shall be joint and several to the Member Agencies.

ARTICLE V
TERM AND TERMINATION

- 5.1 This Agreement shall be effective commencing July 1, 2005, and continue until terminated as provided in this section.
- 5.2 A Member Agency may voluntarily terminate by giving written notice to RAIN no later than February 1 of any year unless otherwise negotiated and approved by the BOARD. The Agreement shall terminate on the next ensuing June 30.
- 5.3 Notwithstanding termination or withdraw by a Member Agency, this Agreement shall remain in effect as to all remaining Members.
- 5.4 In the event of voluntary withdrawal by a Member Agency, the Member Agency shall forfeit any right to payment of its portion of RAIN's assets except upon

dissolution as described in this ARTICLE.

- 5.5 Upon 30 days written notice of a violation of this Agreement and if the violation is not remedied in that time, the Member Agency may be terminated involuntarily by a vote of the BOARD.
- 5.6 In the event of nonpayment by a RAIN member agency 90 days after invoice, membership by the defaulting agency may be terminated upon affirmative vote of 75% of the GENERAL MEMBERSHIP.
- 5.7 If a Member Agency is found in violation of policy, law or ethical codes of conduct adopted by BOARD policy or statute, upon affirmative vote of 75% of the GENERAL MEMBERSHIP, membership in RAIN shall be revoked.
- 5.8 If membership is terminated for nonpayment or revoked, the Member Agency shall forfeit any right to payment of its portion of RAIN's assets upon dissolution.
- 5.9 If three fourths (3/4) of the RAIN Member Agencies vote to dissolve RAIN, the BOARD shall proceed to wind up the entity. Any RAIN assets may be distributed to a governmental entity providing similar services or the assets and cash will be distributed in kind or in cash to the then Member Agencies using the same formula that was used for allocation of user fees. Any unexpended grant proceeds or assets subject to grant agreements or conditions shall be distributed in accordance with grant agreements.

ARTICLE VI COMMUNICATIONS AND NOTICE

Any notice required to be delivered shall be in writing. Such notice shall be sufficient upon being deposited in the regular United States mail postage prepaid, electronic mail (email) with return receipt requested, or personally delivered to the BOARD Chairperson, or Executive Director of RAIN.

ARTICLE VII ADDITION OF NEW MEMBERS

Additional Member Agencies may become parties to this Agreement by accepting all terms of the Agreement, and upon a three-fourths (3/4) majority vote of the GENERAL MEMBERSHIP.

ARTICLE VIII
AMENDMENTS

This Agreement represents the complete and integrated agreement between the parties with respect to the subject matter hereof, and may be amended only by written amendment signed by three-fourths (3/4) of the membership. As such, this Agreement cancels and supercedes all prior written and oral agreements, representations, negotiations, and communications between the parties and their representatives with respect to the subject matter hereof.

ARTICLE IX
USE OF DATA

The Member Agencies agree that to the extent permitted by O.R.S. Chapter 192 (Public Records Law) or any other applicable law, the information or data obtained from RAIN or any Member shall be considered confidential and not for public disclosure.

ARTICLE X
VALIDITY OF AGREEMENT

If any part, paragraph, article, or provision of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining article, part or provisions of this Agreement.

ARTICLE XI
COUNTERPARTS

The Member Agencies agree that this Agreement may be executed in counterparts and such signatures shall bind the Member Agency.

IN WITNESS WHEREOF the parties herein have caused this Agreement to be executed on their behalf by their duly authorized representatives as set forth below.

Regional Automated Information Network

IN WITNESS WHEREOF the parties herein have caused these Amendments to the Agreement to be executed on their behalf by their duly authorized representatives as set forth below.

CITY OF STAYTON, OREGON

Approved as to form:

Chris Childs 6/7/2006
Chris Childs Date
City Administrator

David A. Rhoten
David Rhoten
City Attorney

Gerry Aboud 06/07/2006
Gerry Aboud Date
Mayor